

Orbita Express Services Agreement

This Services Agreement ("Agreement") is entered into between **Orbita, Inc.** ("**Orbita**") and the entity you represent ("**Customer**"). You represent and warrant that you have legal authority to bind the Customer to the terms of this Agreement. By accessing, downloading, activating or using all or any part of the Software or SaaS Services described herein, or by clicking and/or checking an "I Agree" or any similar button or check box presented with this Agreement, Customer is consenting to agree to and be bound by the terms of this Agreement.

Orbita may update the terms of this Agreement from time to time. Orbita will provide you with written notice of any *material* updates at least thirty (30) days prior to the date the updated version of this Agreement is effective, unless such material updates result from changes in laws, regulations, or requirements from telecommunications providers. Any updated version of this Agreement supersedes all prior versions.

1. DEFINITIONS.

- 1.1. "**Products**" means the parts of Orbita's SaaS offering to which the Customer subscribes under one or more Orders for a subscription (the "**SaaS Service**"), and any software that Orbita provides to Customer for use with the SaaS Service (including as a result of implementation activities) ("**Software**"), and any documentation or other materials that Orbita provides to Customer under this agreement.
- 1.2. "**Order**" means any order for the Orbita SaaS Service that references these terms, including any Orbita on-line registration form that references these terms.
- 1.3. "**Permitted Contractors**" means Customer's contractors and consultants that are subject to written agreements to ensure compliance with Customer's obligations under this agreement, and that do not work for or advise a Competitor.
- 1.4. **Scope of Use.** "**Scope of Use**" means use by Customer in its ordinary business activities, but only in compliance with all limits stated in the Order, including, for example, service limits (for example on number of end-users, API calls, transactions, data), geography limits, Customer business unit limits, or subject matter limits.
- 1.5. "**Competitor**" means any software or Software-as-a-Service ("**SaaS**") provider with an offering related to conversational AI or virtual assistants.
- 1.6. "**Term**" means the period stated in the applicable Order, subject to section 11 (Term and Termination).

2. SAAS SERVICE

- 2.1. **Access to SaaS Service.** Orbita agrees to provide the SaaS Service to Customer during the Term, solely for the Scope of Use and subject to the terms of this agreement.
- 2.2. **Software License.** If any Orbita Software is required for use of the SaaS Service, including any software developed by Orbita during integration activities, Orbita hereby grants to Customer a limited, non-exclusive, non-transferrable and non-sublicensable (except as expressly permitted in this agreement) right and license to install and use such software, solely as provided by Orbita, for the limited purpose of using the SaaS Service pursuant to in this agreement.
- 2.3. **Restrictions.** Customer shall not directly or indirectly:
 - 2.3.1. reverse engineer, de-compile, disassemble, translate or otherwise attempt to discover the source code or underlying ideas or algorithms in the Products;
 - 2.3.2. modify any software used in or with the Products, except to the limited extent contemplated by developer toolkits provided by Orbita, if any;
 - 2.3.3. remove or suppress any intellectual property notices, disclaimers or warnings displayed or transmitted via the Products;
 - 2.3.4. access or use any portion of the Products, or permit the use thereof, on a timeshare or service bureau basis (except to the extent expressly contemplated in the Scope of Use and within Customer's ordinary course of business;
 - 2.3.5. sublicense or otherwise distribute or resell the results of any portion of the Products to any third party other than as contemplated by the Scope of Use and within Customer's ordinary course of business;

- 2.3.6. use the Products for purposes of: (i) benchmarking or competitive analysis; (ii) developing, using or providing a competing or alternate solution; or (iii) any other purpose that is to Orbita's detriment or commercial disadvantage;
 - 2.3.7. knowingly use any Products which have been modified or enhanced in contravention of the foregoing;
 - 2.3.8. disclose any Products available to any Competitor; or
 - 2.3.9. disclose to Orbita or use with the SaaS Service any personal information (other than the limited business contact information required for managing this relationship) or personal health information.
 - 2.4. **Acceptable Use Policy.** Customer shall, at all times, comply with Orbita's acceptable use policy available here: <https://orbita.ai/orbita-acceptable-use-policy>.
 - 2.5. **Responsibility for End Users.** Customer shall implement sufficient policies, procedures or agreements to ensure compliance with Customer's obligations in this agreement by all persons who have access to Products as a result of this agreement. Customer shall promptly notify Orbita in writing upon its discovery of any unauthorized use of the Products or infringement of Orbita's proprietary rights therein.
 - 2.6. **Orbita SaaS Beta Features.**
 - 2.6.1. Orbita may make additional services or software features available through the Orbita SaaS at its option, for testing and evaluation purposes ("Beta Features").
 - 2.6.2. Orbita makes no representations or warranties as to Beta Features.
 - 2.6.3. Orbita may change the Beta Features, including discontinuing them or requiring additional fees for their use, but will use commercially reasonable efforts to provide notice through the Orbita SaaS at least [two weeks] before such changes.
- 3. PROFESSIONAL SERVICES**
- 3.1. Orbita will perform the Professional Services described in the applicable Order.
 - 3.2. Customer will perform the Customer responsibilities described in the applicable Order, or as reasonably requested by Orbita.
- 4. OWNERSHIP**
- 4.1. **Products.** As between Orbita and Customer, and notwithstanding any other terms herein, Orbita or its licensors retain and exclusively own all right, title and interest in and to the Products, and any improvements, modifications, feedback, or suggestions made by any party regarding the Products; and Customer has only the limited rights expressly granted in this agreement.
 - 4.2. **Customer Data.** As between Orbita and Customer, Customer retains all right, title and interest that it may have in and to (a) any non-public information provided by Customer to Orbita to enable the provision of the SaaS Service or the Professional Services ("**Customer Data**"). Customer hereby grants to Orbita a limited, non-exclusive, revocable license to perform, or have its agents perform, only those acts with respect to the Customer Data as are necessary for Orbita to provide the SaaS Service and the Professional Services on behalf of Customer pursuant to this agreement. Orbita shall not use Customer Data for any other purpose.
 - 4.3. **SaaS Resulting Data.** As between Orbita and Customer, Customer exclusively owns all right, title and interest in and to any data that is generated by Orbita specifically by performing the SaaS Service on the Customer Data ("**Resulting Data**").
 - 4.4. **SaaS Performance Data.** Orbita may compile, and shall exclusively own, performance data about traffic patterns, platform performance, and other data about the usage and operation of the SaaS Service (which may include information concerning Customer Data and data derived therefrom) ("**Performance Data**"), except that if Performance Data will be shared with any third-party it must be in an aggregated and de-identified form that does not include any references to Customer or any confidential information of Customer.
 - 4.5. **Professional Services Work Product.**

- 4.5.1. Professional Services subject to these terms will generally either (a) support Customer's internal activities and will not result in Orbita created work product, (b) relate to configuring or enhancing Orbita's offerings, or (c) involve training services.
- 4.5.2. Except to the limited extent that (i) a deliverable is identified in the Order as a "Customer Owned Deliverable", or (ii) conflicting terms are agreed to in the Order in a section titled "Additional Legal Terms", provider owns any work product created by Professional Services in connection with activities under this agreement.
- 4.5.3. Specific deliverables that are identified in the applicable Order as "Customer Owned Deliverables" are "work-for-hire" and will not be reused by Orbita without Customer's prior consent, except that the deliverable hereby *excludes* any underlying software that is being customized and shall not be used without a valid license to that underlying software.
- 4.5.4. Unless the parties agree otherwise in writing as to a specific customization or enhancement to its offering, Orbita is not restricted from developing new software that is similar to customizations or enhancements created for Customer hereunder.
- 4.6. **No Other Transfer of Ownership Rights.** Except for the express rights granted herein, neither party gains by virtue of access to, or use of, the SaaS Service pursuant to this agreement any rights of ownership of any intellectual property of the other party or of any third-party.

5. CONFIDENTIALITY

- 5.1. **Definition of Confidential Information.** Subject to exclusions agreed upon in writing, "**Confidential Information**" means all information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that (a) is provided in writing and marked as confidential, or (b) reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes the terms and conditions of this agreement, and Disclosing Party's business and marketing plans, customer lists, business processes, and technical information and product designs regarding its products or services.
- 5.2. **Confidentiality.** Subject to section 5.4 (Exceptions), Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written permission. This obligation continues until Discloser's information is no longer Confidential Information.
- 5.3. **Protection.** Subject to section 5.4 (Exceptions), each party shall protect the confidentiality of the other party's Confidential Information in the same manner that it protects its own confidential information of like kind, but in no event may either party exercise less than reasonable care in protecting such Confidential Information. This obligation continues until Discloser's information is no longer Confidential Information.
- 5.4. **Exceptions.** Receiving Party is not obligated to the confidentiality obligations of this agreement as to information that it can demonstrate: (i) becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) was received from a third party without breach of any obligation owed to Disclosing Party.
- 5.5. **Compelled Disclosure.** If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

6. PRIVACY AND DATA SECURITY

- 6.1. **No PI or PHI.** Unless otherwise indicated in the applicable Order, the Customer shall not provide to Orbita any real personal information or personal health information.

7. REPRESENTATIONS & WARRANTIES

7.1. SaaS Performance Warranty.

- 7.1.1. During the applicable Orbita SaaS subscription, the Orbita SaaS shall perform materially in accordance with the Orbita SaaS description attached to the applicable Order Form, as may be amended from time to time, but not to reduce functionality (the "SaaS Specifications"), and comply with Orbita's Orbita Service Level and Support Terms ("SLA") in Exhibit A to this agreement.

- 7.1.2. Customer's subscription is not contingent upon the delivery of any future functionality or features, unless otherwise agreed in an Order Form.
- 7.1.3. Customer's sole and exclusive remedy for breach of this SaaS Performance Warranty are Customer's remedies in the SLA, and for Orbita to re-perform the affected Orbita SaaS until it so conforms, except that, if Orbita is unable to correct such defects within 30 days then Customer may terminate the applicable Order Form and receive a refund for any amounts already paid for undelivered Orbita SaaS.
- 7.2. **Professional Services Warranty.** Orbita shall perform Professional Services in a professional and workmanlike manner by Orbita employees, contractors, or consultants with adequate training and experience.
- 7.3. **Malware.** Orbita (i) shall not create any computer code designed to interfere with the normal operation of Customer's software, hardware or other equipment; and (ii) shall use industry standard malware testing before delivery of Software.
- 7.4. **Disclaimer of Warranties.** Except for the express warranties in this agreement, the parties disclaim any and all other express or implied warranties. All Products are provided "as is" and Orbita specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Orbita makes no warranty of any kind that the Products, or any products or results of their use, will meet the requirements of Customer or any other person, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be error free.
8. **LIMITATION OF LIABILITY.** Except to the extent that liability arises out of (i) a breach by a party of its confidentiality obligations, (ii) indemnification, or (iii) infringement or misappropriation of Orbita's intellectual property rights: (A) neither party will under any circumstances be liable to the other for incidental, consequential, special or punitive damages arising out of this Agreement or its termination or expiration, and (B) each party's maximum liability arising out of or related to this Agreement, regardless of legal theory (whether in contract, tort or otherwise), shall not exceed the sum of fees paid or payable by Customer under the applicable Order over the 12 months immediately preceding the event giving rise to the cause of action. Each party hereby waives any claim that these exclusions may deprive it of an adequate remedy.
9. **INDEMNIFICATION.** Customer agrees to indemnify Orbita for any damages or expenses in connection with any third-party action resulting from Customer's breach of section 6.1 (No PI or PHI), section 2.4 (Acceptable Use Policy), or use of the Products outside the permitted Scope of Use.
- 10. FEES AND PAYMENT**
- 10.1. **Fees and Expenses.** Customer will pay the fees, if any, and expenses stated in the applicable Order. Travel expenses, if any, will be incurred in accordance with Orbita's Travel & Expense Policy.
- 10.2. **Payment Timing.** Unless the parties agree to different terms in the Order, Customer will pay all undisputed invoices within **30 days** of receipt. Customer shall pay a late fee of 1.5% per month, or the maximum rate permitted by law, whichever is lower, for any fees not paid when due.
- 10.3. **Non-Refundable.** Pre-paid fees are non-refundable.
- 10.4. **Taxes.** Fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer pays all Taxes, excluding only taxes based on Orbita's income. If Orbita has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides in advance a valid tax exemption certificate authorized by the appropriate taxing authority.
- 11. TERM AND TERMINATION**
- 11.1. **Term.** This agreement starts as of the date of the Order and expires **30 days** later unless (a) the parties agree to a different expiration date in the Order, (b) the parties agree in writing to extend the expiration date, or (c) Orbita unilaterally extends the term with no new obligations on Customer.
- 11.2. **Termination for Cause.** Either party may terminate for cause in the event of a material breach that is not remedied within **15 business days** of notice if remedy is possible, or immediately upon notice if remedy is not possible.

11.3. Effect of Termination. Upon termination:

11.3.1. Customer shall immediately stop all use of the Products;

11.3.2. All fees and expenses accrued immediately become due and payable; and

11.3.3. The terms in this agreement regarding the following matters survive termination: confidentiality, SaaS Service restrictions and responsibility for end users, ownership, disclaimer of warranties, limitation of liability, no solicitation of staff, payment, and General.

12. INSURANCE

12.1. Orbita shall maintain in effect insurance policies with an A.M. Best's Insurance Rating of A-VII or better of the following types with the applicable minimum coverages: (a) comprehensive general liability, including contractual liability coverage, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) workers' compensation, with statutory limits as prescribed by the state(s) in which the relevant services will take place; and (c) Cyber and Technology Services Errors and Omissions, including expenses associated with data breach, cyber-crime, cyber-security and related thereto the investigation, remediation, notification costs, credit monitoring, call center expenses, public relations expenses, fees, fines, and penalties assessed by any governmental or administrative agency, and legal costs in an amount not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) annual aggregate. Upon reasonable request, Orbita shall provide proof of applicable insurance policies to Customer.

13. GENERAL

13.1. **Assignment.** Customer shall not assign this Agreement to any other party without Orbita's prior written consent.

13.2. **Relationship; Independent Contractors.** The parties are independent contractors. Neither party is an agent, employer, employee or representative of the other.

13.3. **Promotion.** Customer grants Orbita a limited, revocable, non-exclusive license to use and display the Customer's name and logo solely in accordance with and subject to all trademark usage guidelines provided by Customer.

13.4. **Notices.** All notices will be in writing and given by personal delivery, by mail, by commercial same day or overnight courier, or by e-mail, to the recipient's address set forth in the Order to the attention of "General Counsel". Notice is deemed given on (i) the date of personal delivery; (ii) the fifth business day after mailing, (iii) the next business day after delivery to an overnight courier (unless the return receipt or the courier's records evidence a later delivery); or (iv) upon affirmative acknowledgement of email receipt (automated confirmation is not sufficient).

13.5. **Force Majeure.** Neither party is liable for any failure to perform hereunder if such failure is caused by fire, embargo, strike, war, epidemic, quarantine restrictions, failure of public utilities, or any other circumstance reasonably beyond its control.

13.6. Interpretation.

13.6.1. **Choice of Law.** The validity and construction of this agreement are governed by the laws of Massachusetts, excluding their conflicts-of-laws principles.

13.6.2. **Entire Agreement.** These General Terms, together with the applicable Order, and any other terms incorporated here by reference, state the entire agreement of the parties about the subject matter of this agreement, and supersede all previous agreements, communications, and understandings relating to that subject matter.

13.6.3. **Document Priorities.** These General Terms shall govern in the event of any conflict between these General Terms and the Order, except to the limited extent that (i) the specific term in these General Terms contemplates that the parties may agree to a different term in the Order, or (ii) the parties agree to additional or superseding terms in the Order in a section titled "Additional Legal Terms".

13.6.4. **Changes. Waiver.** Any change to this agreement requires written agreement, except that a waiver requires only written consent from the waiving party. Pre-printed or boiler-plate terms on any purchase order do not apply to this

agreement. Failure by a party to enforce any of its rights under this agreement is not a waiver; and the waiver of any breach shall not act as a waiver of subsequent breaches.

13.6.5. **Severability.** If any provision (or portion of a provision) is held to be invalid, illegal or unenforceable, such provision (or portion) shall be deemed severed from this agreement and the balance of this agreement shall remain in full force and effect.

13.6.6. **Headings.** Paragraph headings are included for convenience only.

13.7. **Dispute Resolution.** Each party hereby irrevocably and unconditionally agrees that any controversy or claim that cannot be resolved by the parties through good faith negotiation, or with the assistance of a mediator, shall be settled by arbitration administered by the American Arbitration Association in the Commonwealth of Massachusetts, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to an award of reasonable attorney fees at the arbitrator(s)' discretion.

13.8. **Equitable Relief.** A breach or threatened breach of any of obligations relating to intellectual property or confidentiality would cause irreparable harm for which monetary damages would not be adequate and, in the event of such breach or threatened breach, the party whose confidential information or intellectual property is implicated will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

13.9. **Export Restrictions.** The Orbita SaaS may be subject to United States export laws and regulations. Customer shall comply with these laws and any other export laws or regulations that apply. These laws include restrictions on destinations, end users and end use. For further information, please see <http://www.bis.doc.gov>.

13.10. **Execution.** The Order may be executed in counterparts, by facsimile or electronically (including by Customer marking a checkbox indicating agreement to these terms through Orbita's on-line registration mechanism). Where Customer is an entity, the individual agreeing to these terms further represents that they are authorized to agree on behalf of Customer.

Exhibit A

Orbita Service Level and Support Terms

(Updated: January 9, 2024)

This Service Level Agreement (“**SLA**”) sets forth certain standards for the provision of the Orbita Software-as-a-Service (the “**Orbita SaaS**”) specified in the applicable agreement between Orbita and Customer for the Orbita SaaS (the “**Agreement**”) referencing this SLA. This SLA does not apply to beta, academic, or evaluation use.

Capitalized terms used in this SLA but not defined here are defined in the Agreement.

A. UPTIME

1. **Uptime Commitment.** Orbita shall use commercially reasonable efforts to make the Orbita SaaS available with a Monthly Uptime Percentage of at least **99.9%**, measured on a **calendar monthly basis** (the “**Uptime Commitment**”). If the Orbita SaaS does not meet the Uptime Commitment, Customer will be eligible to receive a Service Credit. Customers may view and subscribe to updates on operational status of Orbita’s service at <https://status.orbita.ai>.

2. **Definitions.**

2.1. “**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of minutes during the calendar month in which the Orbita SaaS was Unavailable to Customer. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any Uptime Exclusions.

2.2. “**Unavailable**” and “**Unavailability**” means that the Orbita SaaS is offline and unavailable for Customer’s use, excluding for an Uptime Exclusion.

2.3. “**Uptime Exclusion**” means any unavailability, suspension or termination of the Orbita SaaS, or any other performance issues: (a) caused by factors outside of Orbita’s reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Orbita SaaS; (b) that result from any actions or inactions by Customer or any third party; (c) that result from Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third-party equipment, software or technology within Orbita’s direct control); (d) during any period when Customer does not have a valid active subscription for the Orbita SaaS, including for any partial month where no subscription is in effect, or arising from suspension or termination of Customer’s right to use the Orbita SaaS in accordance with the Agreement or a determination that such use poses security, liability or other risks; (e) resulting from scheduled or emergency maintenance of the Orbita SaaS (Orbita will use commercially reasonable efforts to provide advanced notice for maintenance).

3. **Service Credits**

Service Credits are calculated as a percentage of the SaaS subscription fees paid by Customer for the Orbita SaaS fees specified in the Agreement (excluding, for example, any professional services fees, onboarding/implementation fees, one-time fees, or fees paid to third-party services, if any) for the calendar month in which the Unavailability occurred, equal to the percentage of minutes that the Orbita SaaS was Unavailable in the applicable month.

3.1. **Credit Request.** To receive a Service Credit, Customer must submit a claim by opening a ticket with Orbita’s Customer Support Portal or emailing support@orbita.ai within **one calendar month** after the month in which the Unavailability incident occurred, and the claim must include: (i) the words “SLA Credit Request” in the subject line, (ii) the dates and times of each Unavailability incident claimed, (iii) the resource ID for the affected service (if applicable), and (iv) Customer’s request logs that document the errors and corroborate the claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks). Failure to provide the request and information as required above will disqualify Customer from receiving a Service Credit.

3.2. Service Credits will apply against Customer’s future payment obligations for the applicable Orbita SaaS if such obligations exist. Otherwise, Orbita may, at its sole discretion, choose to apply Service Credits in another manner.

3.3. Unless otherwise agreed in the Agreement, Service Credits are Customer’s sole and exclusive remedy for any Unavailability.

B. SAAS TECHNICAL SUPPORT

1. **SaaS Technical Support Commitment.** Orbita shall use commercially reasonable efforts to promptly resolve suspected technical errors causing significant degradation in performance of the Orbita SaaS (“**Problems**”), in accordance with the response and resolution times described below based on the applicable severity. Each case will be assigned a unique case number. A resolution may consist of a fix, workaround, delivery of information, or another commercially reasonable solution. Actual resolution time will depend on the nature of the case and the resolution.

2. **Scope and Exclusions.** SaaS Technical Support covers functionality developed by Orbita and under its direct control, and excludes: (a) Problems caused by Customer’s acts or omissions; (b) Problems beyond Orbita’s reasonable control, and (c) Problems caused by software or services not offered by Orbita.

3. Definitions

3.1. “**Business Day**” means Orbita’s standard hours of operations from 9 am to 5 pm EST Monday through Friday, excluding U.S. Federal Holidays.

4. **Technical Support Contact Information.** Customer Representatives may report suspected Problems to the Orbita’s service desk by submitting tickets at <https://orbita.atlassian.net/servicedesk/> or by emailing support@orbita.ai.

5. **Customer Responsibilities.** Customer shall cooperate to facilitate Orbita’s provision of SaaS Technical Support, including by: (a) directing all communication through the Customer Representatives (as described above); (b) promptly notifying Orbita of any suspected Problem, including information to help reproduce and diagnose the Problem, good-faith severity level assessment, and of any change in Problem status; and (c) cooperating with Orbita in troubleshooting and/or resolution of the Problem, including being available for ongoing communication.

6. Severity Levels.

6.1. Upon receipt of notice of a Problem, Orbita shall designate the Severity based on the following definitions. If Orbita’s severity level designation is different from the designation in Customer’s initial Problem notice, the parties shall promptly work together to agree on the appropriate Severity Level.

Level 1. The Orbita SaaS is unavailable for all users.
Level 2. The Orbita SaaS contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
Level 3. The Orbita SaaS contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
Level 4. The Orbita SaaS contains a Problem that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer’s business operations.

7. Response and Resolution Targets

Severity Level	Time to First Response (after reporting of the suspected Problem)	Resolution Commitments and Escalation Timing (after confirmation of the Problem)	Status Updates
Level 1	1 Hour	Resolution: Work to resolve the Problem until the Orbita SaaS is returned to normal operation. Escalation: Automatically at four Hours	Ongoing
Level 2	1 Hour	Resolution: Work to resolve the Problem until the Orbita SaaS is returned to normal operation. Escalation: At Customer’s request after four Hours	Ongoing

Level 3	4 Hours	<p>Resolution: If resolution requires a bug fix, Orbita will add the bug fix to its development queue for future release and suggest potential workaround(s) until the Problem is resolved in a future release.</p> <p>Escalation: At Customer’s request after if the Problem has not been resolved within five Business Days.</p>	Daily
Level 4	8 Hours	<p>Resolution: If resolution requires a bug fix, Orbita will add the bug fix to its development queue for future Update and suggest potential workaround until the Problem is resolved in a future Update.</p> <p>Escalation: N/A</p>	Upon inquiry

8. **Escalation.** If a workaround, patch, fix or other solution is not provided within the applicable target resolution time, Orbita shall escalate the matter to senior management as stated in the table. Escalated Problems will have a higher priority than ongoing support, development or operations activities.