



Dover Fueling Solutions (DFS) Service Level Agreement

1. DFS DX™ Connected Solutions Platform
2. AvaLAN Managed Network Service Solution (MNSP)



Dover Fueling Solutions (DFS) Uptime SLA

1. DFS DX Connected Solutions Platform

Dover Fueling Solutions shall use reasonable commercial efforts, being no less than acceptable industry standards, to ensure that the Dover Fueling Solutions DFS DX cloud solutions are available at the cloud level specifically. If they are not, you may be eligible to receive the Service Credits described below (the "Dover Fueling Solutions Uptime SLA").

Definitions: The following definitions shall apply to the Dover Fueling Solutions Uptime SLA.

- DFS DX Solution(s) means, the cloud-based Software as a Service technology offerings from DFS. These solutions could be, but are not limited to, DX Monitor, DX Promote, DX Wetstock, DX Fleet, and DX Retail.
- "Downtime" means, the DFS DX Solution is not available for user log in. Downtime is measured based on server-side solution access and user authentication.
- "Emergency Downtime" means those times where Dover Fueling Solutions becomes aware of a vulnerability which, based on a risk assessment of the vulnerability, Dover Fueling Solutions deems to require immediate remediation and, as a result, the Dover Fueling Solutions Cloud Service is made temporarily unavailable in order for Dover Fueling Solutions to address the vulnerability. Emergency Downtime is not considered Downtime for purposes of this Dover Fueling Solutions Uptime SLA, and will not be counted towards any Downtime Periods
- "Monthly Uptime Percentage" means the total number of minutes in the calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in the calendar month, divided by the total number of minutes in the calendar month. Failure to meet designated Monthly Uptime Percentages for three consecutive months will result in customers right to terminate the affected service(s).
- "Scheduled Downtime" means those times where Dover Fueling Solutions notifies you of periods of Downtime prior to the commencement of such Downtime. Scheduled Downtime is not considered Downtime for purposes of this Dover Fueling Solutions Uptime SLA and will not be counted towards any Downtime Periods.
- "Services" means the services provided to you by Dover Fueling Solutions
- "Service Credit" may be provided according to the credit allowances in the SLA table.

Customer Must Request Service Credit: In order to receive any of the Service Credits described above, you must notify Dover Fueling Solutions by email or thirty (30) days prior written notice, from the time you become eligible to receive a Service Credit. The Service Credits set forth in this SLA are Customer's sole and exclusive remedy, and Dover Fueling Solutions' sole liability, for any and all breaches of this SLA.

Maximum Service Credit: The aggregate maximum number of Service Credits you can claim for any and all Downtime Periods that occur in a single calendar month shall not exceed thirty days of Services added to the end of your billing cycle. Service Credits may not be exchanged for, or converted to, monetary compensation.

The Uptime SLA does not apply to any connectivity, access and performance issues:

- (i) caused by factors outside of Dover Fueling Solutions reasonable control;
- (ii) that resulted from any actions or inactions of you or any third parties; or
- (iii) that resulted from your network and/or equipment and/or third-party equipment (not within the primary control of Dover Fueling Solutions).

This Dover Fueling Solutions SLA states your sole and exclusive remedy for any failure by DFS to provide the Services as a result of Downtime. DFS reserves the right to change, update or end SLA Levels.

Uptime SLA Exclusions: SLA Factor	DEFINITION	DETAILS
Solution Uptime Level	Uptime percentage by level	99.0%
Service Credit	1% Credit of the SaaS Solution Monthly Service Fee of affected solution for every 0.1% below defined Solution Uptime Level *	

*Service Credit Max for any month of service is 25% of SaaS Solution Monthly Service Fees of affected Solution(s)


Customer Support

Support hours and response times are based upon their priority level and which environment it occurs in. DFS DX Solutions are monitored and managed 24 x 7 x 365.

SERVICE	DEFINITION	DETAILS
Support Tier Hours	Support Tier's standard hours of operation are aligned to the time zone(s) where the services operations are contracted for.	Monday through Friday 8AM – 5PM (in your time zone) 24 x 7 for P1 Priority Issues in Production Environments only (Via email & phone)
Response Time SLA	Defined period for acknowledgement and assignment of tickets based on priority and environment.	✓ (See "Response Time SLA" below)
Uptime SLA	Defined percentage of time during a given month the DFS cloud services environment is available to you.	✓ (See "Uptime SLA" below)
Issue Routing Model	Ticket assignment protocol.	✓ (QUEUED)
Staging Environment access and support from Client Lab	Support for Lab environments which connect into DFS DX Cloud Staging Environments.	✓

Response Time SLA

Response times refers to how quickly DFS DX Global Support will respond to technical issues submitted by email or phone. Response times are based on the Support Tier Hours, and the assigned priority level and environment in accordance with in the table below.

PRIORITY LEVEL	PRIORITY DEFINITION	DESCRIPTION	Environment	
			STAGING	PRODUCTION
P1	Outage / Severe Business Impact	<ul style="list-style-type: none"> Production system down or inaccessible Data loss or corruption Repeated service interruptions Sever performance degradation impacting business 	1 BUSINESS DAY	1 HOUR
P2	High / Significant Loss of Functionality	<ul style="list-style-type: none"> Critical, previously available functionality missing without workarounds, but system is up Intermittent service interruptions Noticeable but tolerable performance degradation 	1 BUSINESS DAY	1 BUSINESS DAY
P3	Medium / Minor Impact	<ul style="list-style-type: none"> Some functionality not working as expected, but workarounds are available How-to or usage questions 	3 BUSINESS DAYS	3 BUSINESS DAYS
P4	Low / No Operational Impact	<ul style="list-style-type: none"> Enhancement requests General questions 		5 BUSINESS DAYS

Response Channels	Phone		
	Email		

Customer will maintain their current level of support in accordance with this SLA until contract renewal, at which time Customer shall have the option to select a new plan (if available). For more information, please contact DFS DX Global Support (dfsdxsupport@doverfs.com) or your Regional Services Manager

2. AvaLAN Managed Network Service Solution and Provider (MNSP)

Dover Fueling Solutions shall use reasonable commercial efforts, being no less than acceptable industry standards, to ensure that the Dover Fueling Solution AvaLAN MNSP are transmitting data at, to and from site. If it is not, you may be eligible to receive the Service Credits described below (the "Dover Fueling Solutions Uptime SLA").

Definitions: The following definitions shall apply to the Dover Fueling Solutions Uptime SLA.

- AvaLAN MNSP means, the site network solution with AvaLAN specific hardware and software. These solutions could be, but are not limited to, AvaLAN Cloud, AvaLAN Router with Firewall, AvaLAN LTE Modem for cellular back-up and AvaLAN Managed Switch.
- "Downtime" means, the AvaLAN MNSP is not transmitting data at, to and from site for predefined and available site images. Downtime is measured based on AvaLAN MNSP system data flow and does not include Internet Service Provider, 3rd party cloud accessibility or local 3rd party systems.
- "Emergency Downtime" means those times where Dover Fueling Solutions becomes aware of a vulnerability which, based on a risk assessment of the vulnerability, Dover Fueling Solutions deems to require immediate remediation and, as a result, the Dover Fueling Solutions Cloud Service is made temporarily unavailable in order for Dover Fueling Solutions to address the vulnerability. Emergency Downtime is not considered Downtime for purposes of this Dover Fueling Solutions Uptime SLA, and will not be counted towards any Downtime Periods
- "Monthly Uptime Percentage" means the total number of minutes in the calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in the calendar month, divided by the total number of minutes in the calendar month. Failure to meet designated Monthly Uptime Percentages for three consecutive months will result in customers right to terminate the affected service(s).
- "Scheduled Downtime" means those times where Dover Fueling Solutions notifies you of periods of Downtime prior to the commencement of such Downtime. Scheduled Downtime is not considered Downtime for purposes of this Dover Fueling Solutions Uptime SLA and will not be counted towards any Downtime Periods.
- "Services" means the services provided to you by Dover Fueling Solutions
- "Service Credit" may be provided according to the credit allowances in the SLA table.

Customer Must Request Service Credit: In order to receive any of the Service Credits described above, you must notify Dover Fueling Solutions by email or thirty (30) days prior written notice, from the time you become eligible to receive a Service Credit. The Service Credits set forth in this SLA are Customer's sole and exclusive remedy, and Dover Fueling Solutions' sole liability, for any and all breaches of this SLA.

Maximum Service Credit: The aggregate maximum number of Service Credits you can claim for any and all Downtime Periods that occur in a single calendar month shall not exceed thirty days of Services added to the end of your billing cycle. Service Credits may not be exchanged for, or converted to, monetary compensation.

The Uptime SLA does not apply to any connectivity, access and performance issues not provided by DFS AvaLAN MNSP:

- (iv) caused by factors outside of Dover Fueling Solutions reasonable control;
- (v) that resulted from any actions or inactions of you or any third parties; or
- (vi) that resulted from your network and/or equipment and/or third-party equipment (not within the primary control of Dover Fueling Solutions).

This Dover Fueling Solutions SLA states your sole and exclusive remedy for any failure by DFS to provide the Services as a result of Downtime. DFS reserves the right to change, update or end SLA Levels.

Uptime SLA Exclusions: SLA Factor	DEFINITION	DETAILS
Solution Uptime Level	Uptime percentage by level	99.0%
Service Credit	1% Credit of the SaaS Solution Monthly Service Fee of affected solution for every 0.1% below defined Solution Uptime Level *	

*Service Credit Max for any month of service is 25% of SaaS Solution Monthly Service Fees of affected Solution(s)


Customer Support

Support hours and response times are based upon their priority level and which environment it occurs in. AvaLAN MNSP is automatically managed 24 x 7 x 365 and technical support are available as per table below:

SERVICE	DEFINITION	DETAILS
Support Tier Hours	Support Tier's standard hours of operation for AvaLAN MNSP remote site activation and technical support.	Monday through Friday 8AM – 5PM CST 24 x 7 for P1 Priority Issues in Production Environments only, NOT including initial Activation (Via phone only)
Response Time SLA	Defined period for acknowledgement and assignment of tickets based on priority and environment.	✓ (See "Response Time SLA" below)
Uptime SLA	Defined percentage of time during a given month the DFS cloud services environment is available to you.	✓ (See "Uptime SLA" below)
Issue Routing Model	Ticket assignment protocol.	✓ (QUEUED)
Staging Environment access and support from Client Lab	Support for Lab environments which connect into AvaLAN MNSP Cloud Staging Environments.	✓

Response Time SLA

Response times refers to how quickly DFS AvaLAN Support will respond to technical issues specifically related to AvaLAN MNSP and that are submitted by email or phone. Response times are based on the Support Tier Hours, and the assigned priority level and environment in accordance with in the table below.

PRIORITY LEVEL	PRIORITY DEFINITION	DESCRIPTION	Environment	
			STAGING (lab)	PRODUCTION
P1	Outage / Severe Business Impact	<ul style="list-style-type: none"> Production system down or inaccessible Data loss or corruption Repeated service interruptions Sever performance degradation impacting business 	1 BUSINESS DAY	1 HOUR
P2	High / Significant Loss of Functionality	<ul style="list-style-type: none"> Critical, previously available functionality missing without workarounds, but system is up Intermittent service interruptions Noticeable but tolerable performance degradation 	1 BUSINESS DAY	1 BUSINESS DAY
P3	Medium / Minor Impact	<ul style="list-style-type: none"> Some functionality not working as expected, but workarounds are available How-to or usage questions 	3 BUSINESS DAYS	3 BUSINESS DAYS
P4	Low / No Operational Impact	<ul style="list-style-type: none"> Enhancement requests General questions 		5 BUSINESS DAYS

Response Channels	Phone		
	Email		

Customer will maintain their current level of support in accordance with this SLA until contract renewal, at which time Customer shall have the option to select a new plan (if available). For more information, please contact DFS AvaLAN Support (support@avalan.com) or your Regional Services Manager.