

SUPPORT & SERVICE LEVEL AGREEMENT FOR ARCHER SAAS APPLICATIONS

(Refer to Subsequent Sections of this document for Product Specific Support and SLA terms)

1. Definitions. The Parties agree that unless otherwise defined herein, the existing definitions set forth in any applicable SaaS Agreement between Archer and Client shall apply to this Support and SLA Agreement to the extent such terms are used herein. Unless Client has a negotiated SaaS Agreement with Archer, then the Master Subscription Agreement terms and conditions located at <https://www.archerirm.com/company/standard-form-agreements> shall apply. This Support and Service Level Agreement is subject to the Master Subscription Agreement.

1.1. "Client Contacts" means identified Client personnel who are familiar with Client's software environment and will coordinate all technical support calls to Archer.

1.2. "Documentation" means the then-current, generally available, written user manuals and online help and guides for any Service Offering provided by Archer.

1.3. "Error" means any reported malfunction, error or other defect in the Service Offering that can be reproduced by Archer and constitutes a non-conformity from the Product Documentation. Each Error will be assigned a severity level as further detailed in Section 3(a) below.

1.4. "Production Instance" means the computing environment, applications, security, service level, and service level credits associated with the Archer SaaS instance allocated by Archer for Clients to access and use in execution of their production business processes

1.5. "Non-Production Instance" means the computing environment, applications, and security associated with the Archer SaaS instance(s) allocated by Archer for clients to access and use in execution of their business development and/or testing processes.

1.6. "Relief" means an intervention by Archer that restores Service Offering operations impacted by an Error. Examples may include without limitation: (i) a solution or workaround has been provided to resolve the Service Offering issue; (ii) Client's Production Instance is operational and Client is able to perform business critical operations that relate to the Service Offering; and/or (iii) the identified Error does not originate from the Service Offering.

1.7. "Service Request" means a ticket that has been opened, documented, and is being managed by Archer in response to Client's report of an Error.

1.8. "Service Offering" means Archer's cloud service offering specified in Client's Order.

1.9. "Software Release" means any subsequent version of Software that Archer makes generally available to its clients who are current on their Maintenance Services fees but does not mean new Software.

2. Maintenance Services.

2.1. Enhanced Support Coverage. Clients who have an active SaaS Subscription will receive Enhanced Support Coverage which shall include:

2.1.1. Telephone Support on a 24 x 7 x 365 basis and Web Support (as described in Section 2 b) below to this Part), and in both cases for Error Severities 1 and 2 only.

2.1.2. Hours of support for Enhanced Support Coverage are subject to change by Archer upon prior written notice, and Archer supports Severity 1 and Severity 2 cases only on Saturday and Sunday.

2.2. Maintenance Services. Except as otherwise provided in Section 2 d below (Personalized Support Options), all Maintenance Services are provided remotely from Archer's premises as follows:

2.2.1. Web Support. Archer shall provide Client with access, through a separate registration process, where such resources are available, Archer product's community offering Blogs, Discussion Forums, and Archer's online technical support knowledge database, offering Client the ability on a 24 x 7 basis (24 hours a day, seven days a week) to raise issues and monitor Services Requests. Archer's on-line Web Support resource is currently hosted at the following web address: <https://www.archerirm.community/>.

2.2.2. Telephone Support. Archer shall provide telephone support to Client. Archer's Telephone Support numbers are currently located at: <https://www.archerirm.community/>.

2.2.3. In the performance of the Maintenance Services, Archer will use good-faith, commercially reasonable efforts to aid in the diagnosis of, and correct, Errors in the Service Offering

2.3. Software Operating System Upgrades. Clients who have an active SaaS Subscription term shall also receive the following software upgrades: All Software Releases (including all Error corrections made available pursuant to this Support and SLA Agreement) that Archer in its sole discretion: (a) deems to be logical improvements to the Software; (b) make generally available to all users of the Service Offering; and (c) does not separately price or market.

2.4. Personalized Support Options. Clients may purchase the Personalized Support Options described herein at an additional fee and as ordered in a Quote, Schedule, or Client Purchase Order, and such personalized support options may be subject to additional terms located in a Service Brief, SOW, or similar document. In addition to the DSE support services specified below, all Personalized Support Options will include the following services:

- 2.4.1.** Review, reporting, and management of Service Requests.
- 2.4.2.** Monitoring and notification to client of Service Request trends.
- 2.4.3.** Technical escalation management.
- 2.4.4.** Bi-annual on-site account reviews.
- 2.4.5.** Conference calls, scheduled as necessary, to discuss support-related matters.
- 2.4.6.** If the DSE is unavailable, Client may access Archer's 24x7x365 Telephone Support.

3. Service Offering Error Severity Classifications and Service Request Resolution Process.

3.1. Service Offering Error Severity Classifications. All Service Offering Errors shall be classified by Archer as follows:

Error Severity	Definition	Examples
1 ("S1")	<i>Critical</i> – Severe problems preventing performance of critical business functions.	Production down, Production data loss, Production significant performance degradation.
2 ("S2")	<i>High</i> – Business functions can be completed, but performance is degraded or limited.	Functionality impaired, non-production is inoperative, Data Feed failing.
3 ("S3")	<i>Medium</i> – Business functions are largely unaffected.	Encountering a non-critical problem or potential defect not considered extremely urgent.
4 ("S4")	<i>Low</i> – Minimal impact.	Examples: requests for information.

3.2. Software Support Service Level Objectives (SLOs). Archer will use reasonable commercial efforts to provide responses to Clients in connection with their use of the Service Offering according to severity level. The table below sets forth Archer's targets for support responses to Service Offering Errors based on Severity Level:

Support Level	Severity Level	Initial Target Response	Target Work Effort	Target Communication Frequency
ENHANCED (24 x 7)	S1	1 hour (24 x 7)	Continuous 24x7 until Relief identified	Continuous
	S2	3 hours (24 x 7)	Daily, during Client business hours*	Daily
	S3	4 hours (9x5)	Weekly during business hours	Once a week
	S4	10 hours (9x5)	Every other week during business hours	Twice a month

3.3. Service Offering Service Request Resolution Process.

3.3.1. Process. Archer handles all support Service Requests on a first-in-first-out basis. Archer shall prioritize all Errors according to their impact to Client using the severity definitions described in Section 3(a) above. Archer may upgrade or downgrade the severity of an Error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given Error resulting in the reduction of the severity of a Service Request.

3.3.2. Escalation. If Client and Archer are unable to mutually agree upon a resolution plan for S1 and S2 Errors, then the parties shall escalate the Service Request in accordance with Archer's escalation process. Once the escalation process has been initiated, Archer shall provide Client with Service Request progress updates via phone or email on a mutually agreed upon schedule. Such progress updates shall include information about the Error description, daily progress, root cause (if known) and overall plan to resolve the Error.

4. Documenting Errors. Client shall use good-faith, reasonable efforts to isolate and document Errors to enable Archer to fulfill its obligations herein. Once a Service Request has been initiated, Client will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Service Offering, description of Error, any error messages, and any requested support files.

5. Exclusions. Maintenance Services specifically excludes support for any Errors caused by (r) operator error or use of the Service Offering in a manner not in accordance with the Product Documentation; (s) use of the Service Offering with software or products other than that for which the Service Offering was originally licensed; (t) Errors caused by any fault in the Client's environment, hardware, or in any software or products used in conjunction with the Service Offering but not provided by or approved by Archer; (u) any integration, modification, or repair of the Service Offering made by any person other than Archer; (v) installation of any appliance, firmware, or operating system on the Service Offering other than that provided by Archer; (w) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Service Offering specifications; (x) accident, misuse, or neglect or causes not attributable to normal wear and tear, (y) failure to use recommended infrastructure, and (z) failures due to custom objects and code alterations by Client. Where Archer, in its discretion, provides support to Client where an Error arises because of any of the foregoing, such support shall be subject to additional fees under the terms of a Statement of Work executed by Archer and Client.

6. General. All Releases or other enhancements, modifications or fixes to the Archer Service Offering provided to Client pursuant to this Support and SLA Agreement constitute Archer Service Offering licensed to Client under any applicable SaaS Service Offering Agreement between Archer and Client. This Support and SLA Agreement is not an amendment to any such SaaS Agreement but is a separate binding agreement that incorporates terms of any such SaaS Agreement relating to license and ownership rights, use limitations, limitation of liability, and confidentiality and non-disclosure obligations. Additionally, this Support and SLA Agreement incorporates by reference any "Miscellaneous" or "General" provisions of any such SaaS Agreement in their entirety.

ARCHER SAAS SERVICE LEVELS

This section of the Support and SLA Agreement applies to the availability of the Archer SaaS, Archer Engage, and Archer Insight Service Offering only and does not apply to any other Archer Service Offering, product, software, maintenance/support or service.

Service Levels for Production Instance. This section of the Support and SLA Agreement applies to the Production Instance of the Archer SaaS Service Offering, which entails the computing environment, applications, security, service level, and service level credits associated with the Archer SaaS instance allocated by Archer for Clients to access and use in execution of their production business processes ("**Production Instance**").

Definitions. In addition to those defined terms stated in the SaaS Agreement, the following terms and definitions shall apply for the purpose of the Archer SaaS Service Offering – Service Levels:

Term	Definition
Static Production Maintenance Window for Archer SaaS	<u>For Client's purchasing the US or Canada Service Offering:</u> The period every Sunday from 12:00am CST/CDT to 4:00am CST/CDT during which maintenance may be conducted on the Production Instance. The Service Offering may be unavailable in the Production Instance during this period. <u>For Client's purchasing the APJ Service Offering:</u> The period of time every Saturday from 12:00am AEST/AEDT to 4:00am AEST/AEDT during which maintenance may be conducted on the Production Instance. The Service Offering may be unavailable in the Production Instance during this period. <u>For Client's purchasing the EMEA Service Offering:</u> The period of time every Sunday from 12:00am GMT/GMT +1 to 4:00am GMT/GMT +1 during which maintenance may be conducted on the Service Offering in the Production Instance. The Service Offering may be unavailable in the Production Instance during this period. <u>For Client's purchasing the Middle East (UAE) Service Offering:</u> The period of time every Saturday from 12:00am GST to 4:00am GST during which maintenance may be conducted on the Service Offering in the Production Instance. The Service Offering may be unavailable in the Production Instance during this period. <u>For Client's purchasing the India Service Offering:</u> The period of time every Saturday from 12:00am to 4:00am IST during which maintenance may be conducted on the Service Offering in the Production Instance. The Service Offering may be unavailable in the Production Instance during this period.
Static Production Maintenance Window for: Archer Engage; Archer Document Governance; and Archer Insight	The period every Sunday from 12:00am CST/CDT to 4:00am CST/CDT and every Wednesday from 9pm to 11:59pm CST/CDT during which maintenance may be conducted on the Service Offering. The Service Offering may be unavailable during these periods.
Scheduled Production Maintenance Window for Archer SaaS	Maintenance of the Production Instance that cannot be conducted during the Static Production Maintenance Window, where Archer has provided notice to Client as far in advance as reasonably practical (but in no event less than five business days for non-emergency maintenance and in no event less than 24 hours for emergency maintenance) before the commencement of such maintenance, which specifies the anticipated impact of such maintenance on availability, including duration. Archer will

	use commercially reasonable efforts to minimize the impact of any Scheduled Production Maintenance Window to its Clients by scheduling any such Scheduled Production Maintenance Windows during low utilization periods whenever reasonably practical.
Scheduled Production Maintenance Window for: Archer Engage; Archer Document Governance; and Archer Insight	Maintenance of the Service Offering that cannot be conducted during the Static Maintenance Window, where Archer has provided notice to Client as far in advance as reasonably practical (but in no event less than two business days for non-emergency maintenance and in no event less than 24 hours for emergency maintenance) before the commencement of such maintenance, which specifies the anticipated impact of such maintenance on availability, including duration. Archer will use commercially reasonable efforts to minimize the impact of any Scheduled Maintenance Window to its Clients by scheduling any such Scheduled Maintenance Windows during low utilization periods whenever reasonably practical.

Where Client utilizes Incidental Software in connection with the Service Offering, Client is responsible for all maintenance (including maintenance windows) of the Incidental Software that is under Client's control.

Production instance interruptions.

1. Measurement. Production Downtime is measured from the Archer-confirmed commencement time of a Production Downtime event to the time the Production Instance is operational.

2. Exclusions. Unavailability of the Production Instance shall not be considered Production Downtime to the extent that it is caused by one or more of the following factors:

- 2.1.** Client's failure to perform its obligations under the Agreement;
- 2.2.** The written request or consent by Client's representative to interrupt the Production Instance;
- 2.3.** For Archer Engage and Archer Insight, problems with Client-controlled systems underlying Incidental Software used in connection with the Service Offering;
- 2.4.** For Archer Engage and Archer Insight, problems with Client-controlled systems underlying Archer GRC Platform Software that Client runs on Client premises;
- 2.5.** For Archer Engage and Archer Insight, problems with Client-controlled networks, firewalls, security devices, and other such systems required for communication between Client-controlled systems and the Service Offering; and
- 2.6.** Force Majeure Events which shall mean strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of Archer. For the avoidance of doubt Archer makes no representations or warranties whatsoever with respect to the availability of network connectivity between the IT systems of Client to the Service Offering; and
- 2.7.** Archer shall be solely responsible for establishing the extent to which Production Downtime is caused by one or more of the above factors.

Production Instance Service Level Standard and Measurement.

General. The Archer SaaS Production Instance, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, each shall have 99.5% or higher availability on a monthly basis ("**Production Availability**"). Production Availability for each elapsed calendar month is calculated as follows:

- M = total number of minutes in the elapsed calendar month;
- Y = actual total minutes of: (a) Scheduled Production Maintenance Windows and/or (b) Static Production Maintenance Windows within the elapsed calendar month;
- N = actual authorized Archer SaaS Production Availability, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, in minutes for the elapsed month which is calculated as follows:

$$N = [(M - Y) \times 99.5\%]$$

X = the number of minutes the Archer SaaS Production Instance, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, is authorized to not be available in the elapsed month and which is calculated as follows:

$$X = M - N$$

D = the number of minutes in the elapsed month that the Archer SaaS Production Instance, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, is not available ("Production Downtime").

If $D > X$ for Archer SaaS and / or Archer Engage, Client will qualify for a service credit as follows.

If Archer fails to meet the Production Availability standard for Archer SaaS, Archer Engage, and / or Archer Document Governance in any two months within a three month rolling period (commencing from the month where the Production Availability standard first failed), then Archer shall issue to the Client a service credit in an amount equal to the percentage by which Archer missed the Production Availability standard of the total fees received for the Service Offering for each of the months during which such failures were measured. In no event shall service credits exceed five percent (5%) of the total Fees received for the Service Offering. The Client must request a credit from Archer if a credit is due. The remedies specified in this General section shall be the Client's sole and exclusive remedies for the failure of Archer to meet its Service Availability obligations.

Archer Insight: During the Term, if Archer fails to meet the Production Availability standard in any three consecutive months (commencing from the month where the Production Availability standard first failed), then Client shall have the right to terminate the Archer Insight Service Offering.

Credit Request and Payment Procedures.

To receive a Service Level Credit for Archer SaaS or Archer Engage, Client (for logging/tracking purposes) must make a request by logging a client support request in the Archer Community (<https://www.archerirm.community/>). Each request in connection with this SLA must include the dates and times of the Production Downtime and must be received by Archer within five (5) business days after receiving the report described in the Service Level Reporting section below. If the Production Downtime is confirmed by Archer, Service Level Credits will be applied within two billing cycles after Archer's receipt of Client's credit request. Credits are not refundable and can be used only towards future billing charges.

Service Level Reporting.

Archer SaaS: A report assessing Archer's performance against the Production Service Levels during the previous month shall be available in the Archer Community (<https://www.archerirm.community/>) no later than the 20th day of the next month. Client (for logging tracking purposes) can access such report through the Archer Community. Archer shall measure and report on minutes of Potential Production Uptime, Production Downtime, and Production Availability for the Service Offering in the Production Instance.

Archer Engage, Archer Insight, and Archer Document Governance: To receive a report assessing Archer's performance against the Production Availability commitment during the previous month, Client (for logging/tracking purposes) must make a client support request in the Archer Community (<https://www.archerirm.community/>) no later than the 20th day of the next month. Archer shall measure and report on minutes of Service Availability. Where Client utilizes Incidental Software in connection with the Service Offering, Client is responsible for all reporting related to the Incidental Software that is under Client's control.

Archer Obligations. Archer will use reasonable commercial efforts consistent with generally accepted industry standards and practices of leading companies in the critical data storage and security industry to: (i) protect the Archer SaaS Production Instance and Archer Engage and Archer Insight Service Offering, and supporting

infrastructure controlled or maintained by Archer per Section 3 above; (ii) monitor the Archer SaaS Production Instance, and Archer Engage and Archer Insight Service Offering, and supporting infrastructure controlled or maintained by Archer for problems; (iii) identify root causes; (iv) correct problems; and (v) minimize recurrences of missed Production Service Levels for which it is responsible. Notwithstanding anything to the contrary herein, should a Force Majeure Event result in Production Downtime and Non-Production downtime of Archer SaaS, Archer will focus its efforts on restoring availability of the Service Offering first to the Production Instance, and then to the Non-Production Instance.

Maintenance Windows for Non-Production Instance for Archer SaaS

The Maintenance Windows for Non-Production Instance for Archer SaaS section to this Support and SLA Agreement applies to the Non-Production Instance of the Archer SaaS Service Offering, which entails the computing environment, applications, and security associated with the Archer SaaS instance(s) allocated by Archer for Clients to access and use in execution of their business development and/or testing processes (each, a **"Non-Production Instance"**).

Definitions. In addition to those defined terms stated in the SaaS Agreement, the following terms and definitions shall apply for the purpose of this Maintenance Windows for Non-Production Instance for Archer SaaS section to this Support and SLA Agreement:

Term	Definition
Static Non-Production Maintenance Window for Archer SaaS	<u>For Client's purchasing the US or Canada Service Offering:</u> The period every Sunday from 12:00am CST/CDT to 4:00am CST/CDT, during which maintenance may be conducted on the Service Offering in the Non-Production Instance. The Service Offering may be unavailable in the Non-Production Instance during this period. <u>For Client's purchasing the APJ Service Offering:</u> The period every Saturday from 12:00am AEST/AEDT to 4:00am AEST/AEDT during which maintenance may be conducted on the Service Offering in the Non-Production Instance. The Service Offering may be unavailable in the Non-Production Instance during this period. <u>For Client's purchasing the EMEA Service Offering:</u> The period every Sunday from 12:00am GMT/GMT +1 to 4:00am GMT/GMT +1 during which maintenance may be conducted on the Service Offering in the Non-Production Instance. The Service Offering may be unavailable in the Non-Production Instance during this period.
Scheduled Non-Production Maintenance Window for Archer SaaS	Maintenance of the Service Offering in the Non-Production Instance conducted at any time during the week that cannot be conducted during the Static Non-Production Maintenance Window, where Archer has provided notice to Client as far in advance as reasonably practical before the commencement of such maintenance, which specifies the anticipated impact of such maintenance on availability, including duration.

Non-Production Instance At-Risk Service Offering

Client acknowledges that Archer SaaS Service Offering in the Non-Production Instance are at-risk services given that they are in support of Client development, user acceptance testing, pre-production staging, and preview(s)

of upcoming Service Offering changes to the Production Instance. As such, the Service Offering provided in the Non-Production Instance are not eligible for credits on future charges.

Compliance Ai and RMIS Ai Support and Service Level Agreement

Support Services Definitions; Severity Level Definitions. The RMIS AI and Compliance AI offerings (collectively, the “AI Offerings”) Services team shall assign a severity level to each incident after assessing the impact (the “Severity Levels”). These definitions are used to prioritize response resources for resolving issues.

Table 1 - Definitions

Severity Levels	Definition	Example
S1: Critical Business Impact	Complete loss of functionality, unable to conduct business.	Users are unable to access an AI Offering.
S2: Serious Business Impact	Degraded functionality, able to use system but some features not working.	An AI Offering can be accessed, but access to the administrative portal is not possible.
S3: Minor Business Impact	Minor impact, loss of some minor functions, still able to conduct business.	A feature offered by an AI Offering is not working in some cases.
S4: No business impact	General information, questions, documentation, feature requests.	

Support Response Time Objectives. Client shall report all incidents affecting Client's use of the AI Offering by way of Support Services ticketing system located at support@compliance.ai for Compliance AI and archer.rmis@archerirm.com for RMIS AI and an incident will be considered as logged when a ticket number is issued to Client. All response times shall occur during the AI Offering's standard business hours (6am to 6pm Pacific Standard Time) (the “Business Hours”). To correctly manage the incident, the AI Offering has established the following severity level “response time” objectives:

Table 2 -- Initial Response Times

Severity Levels	Business Hours Support
S1: Critical Business Impact	1 hour
S2: Serious Business Impact	24 hours
S3: Minor Business Impact	3 business day
S4: No business impact	3 business days

Incident Updates. The applicable AI Offering will update Clients on a regular basis during Business Hours depending on the severity level described below Table 3.

Table 3 -- Update Frequency/Target Resolution Time

Severity Levels	Updates (During Business Hours)	**Target Resolution Times
S1: Critical Business Impact	Every 2 Business Hours	4 hours
S2: Serious Business Impact	Every 4 Business Hours	24 hours
S3: Minor Business Impact	Every 12 Business Hours	72 hours
S4: No business impact	Commercially Reasonable Effort	Reasonable Effort

For purposes of Table 3, "Target Resolution Time**" is a good faith estimate of an approximate time frame in which the impacted AI Offering functions can be restored by engineering technicians, enabling the AI Offering to resume its performance in all material respects in conforming with the applicable AI Offering Documentation, which may be satisfied by way of an executable code based, workaround, patch or fix managed by such AI Offering. After performance has been restored consistent with this Schedule for Severity 1 and 2 level defects, the applicable AI Offering will continue working during normal business hours to develop a complete resolution of the error or defect.

After the incident is logged, the applicable AI Offering Support will classify the incident, provide the initial Support Services, and/or escalate the incident accordingly.

Phone Support. Inbound or on-demand calls are not currently a Support offering for the AI Offerings. At times it may be necessary to escalate to a live troubleshooting session. While Client may request to escalate to a live call, the AI Offering's support engineer will determine at his/her sole discretion whether (a) the live call is necessary and (b) sufficient information has been provided by Client to allow the call to be successful.

As a result of a qualifying ticket, the Support engineer or agent may suggest a link to connect or agree to use the Client's preferred live troubleshooting tool to connect at a mutually agreed upon time. By default, such troubleshooting calls will be scheduled for 30 minutes in duration maximum.

Scheduled Maintenance. Each AI Offering reserves the right to perform routine maintenance on the AI Offering platform when deemed necessary. If the maintenance to be performed may result in downtime, we will schedule the maintenance to occur between 06:00 pm (Pacific Standard Time) on a Friday and 06:00 pm of the next day (Saturday) to minimize disruption. However, if the maintenance is considered an emergency (e.g. security patches, performance degradation fixes, etc.), the maintenance effort may be performed immediately to address issues as quickly as possible.

Exclusions. Each AI Offering will correct, fix, restore and update the AI Offering as described in its Documentation in those areas under its direct control, and therefore the Client's entitlement to the remedies set out in this Annex are subject to the following exclusions:

- Factors outside RMIS AI or Compliance.ai's reasonable control, for example, force majeure events, such as natural disaster, war, acts of terrorism, riots, pandemics, government action, or a network or device failure external to RMIS AI or Compliance.ai's data centers, including at Client site or between the Client site and the AI Offering data center.
- Non-availability of an AI Offering during a scheduled maintenance or emergency maintenance event.
- Client's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Client use of the AI Offering in a manner inconsistent with the features and functionality of the AI Offering or inconsistent with such AI Offerings published Documentation.
- Client's failure to update its integrations, library, plugin or any other software component provided by the AI Offering for a supported version.
- Client's use of a third-party service after the AI Offering advised Client to modify the use of said service, yet the service remained unmodified.
- Client's attempts to perform operations that exceed prescribed quotas or that resulted from the AI Offering's throttling of suspected abusive behavior.
- Client outage, which prevents access to the AI Offering platform infrastructure; or
- Client failure to update internal credentials, prohibiting the use of the AI Offering (e.g. failure to update endpoints credentials).