

## EXHIBIT B

### SUPPORT SERVICES AND SERVICE LEVEL AGREEMENT (SLA) ADDENDUM

This Support Services and Service Level Agreement (the “SLA Addendum”) is incorporated into and made part of the Software as a Service Agreement (the “Agreement”) between City of Waukesha (“Client”) and 2NDNATURE Software Inc. (“2N”). Capitalized terms not defined in this SLA Addendum have the meanings set forth in the Agreement.

#### 1. PURPOSE; ORDER OF PRECEDENCE

1.1 Purpose. This SLA Addendum defines (a) the Support Services included in the Subscription Fee, (b) service availability targets for the 2N Software, (c) incident response and resolution targets, (d) escalation and reporting, and (e) remedies for failure to meet the service levels.

1.2 Order of Precedence. In the event of a conflict between this SLA Addendum and the Agreement, this SLA Addendum will control solely with respect to Support Services, Availability, and service levels and remedies.

#### 2. DEFINITIONS

2.1 “Availability” means the ability of authorized Users to access and use the production instance of the 2N Software.

2.2 “Downtime” means any period when Availability is not met due to a fault in the 2N Software or systems within 2N’s control, excluding Excluded Downtime (defined below).

2.3 “Monthly Uptime Percentage” means:

$$\frac{\text{Total Minutes in Month} - \text{Downtime Minutes}}{\text{Total Minutes in Month}} \times 100.$$

2.4 “Excluded Downtime” means: (a) Scheduled Maintenance performed in compliance with Section 6; (b) Emergency Maintenance performed in compliance with Section 6; (c) force majeure events; (d) Client’s internet connectivity, Client devices, or third-party systems not controlled by 2N; (e) Client’s misuse or use in violation of the Agreement; (f) suspension permitted under the Agreement (if any) due to Client’s actions; (g) Third-party Cloud Service or Data Provider failures, or regional outages (e.g., AWS, ESRI) that are

outside of 2N's direct control, provided that 2N has implemented reasonable redundant systems.

2.5 "Support Request" means a request submitted by Client to 2N for assistance with the 2N Software, including incident reports, suspected defects, questions, and requests for technical guidance.

2.6 "Business Days" means Monday through Friday (excluding U.S. federal holidays).

2.7 "Business Hours" means Business Days, 8:00 a.m. to 5:00 p.m. Pacific Time, including observation of Daylight Savings Time

2.8 "Severity Levels" are defined as follows:

Severity 1(Sev 1)	Complete outage or critical failure of a mission-critical function with no reasonable workaround.
Severity 2 (Sev 2)	Material degradation or major function failure with a temporary, mutually acceptable workaround available.
Severity 3 (Sev 3)	Non-critical impairment or defect that affects usability or performance but does not materially prevent operations.
Severity 4 (Sev 4)	Minor bugs, cosmetic defects, general questions beyond what's provided in the 2N Help Center, or feature requests.

2.9 "Response Targets" means the elapsed time from 2N's receipt of a Support Request to 2N's acknowledgment and commencement of triage.

2.10 "Workaround" means a temporary fix or operational alternative that restores material functionality while a permanent fix is developed.

2.11 "Resolution" means correction of the issue such that the 2N Software performs materially in accordance with Documentation and agreed configuration, or (for Sev 2) delivery of a Workaround or fix as applicable.

### 3. SUPPORT SERVICES INCLUDED

3.1 Included Support Services. During the Term, 2N shall provide Support Services for the 2N Software, including:

- (a) incident intake, triage, diagnosis, and resolution;

- (b) bug fixes and error corrections;
- (c) updates and patches that do not materially reduce functionality;
- (d) reasonable assistance with configuration questions and use of standard features;
- (e) status communications and post-incident reporting as set forth herein.

3.2 Support Channels. 2N shall provide support via the product’s “Contact Support” interface, which assigns a unique ticket number and provides status tracking visible to Client upon request. As a follow-up, phone or virtual meeting support may be used for triage/escalation as needed.

3.3 Named Contacts. Client shall designate up to three (3) primary support contacts authorized to submit Support Requests and receive Support communications.

#### 4. SUPPORT HOURS AND COVERAGE

4.1 Standard Support. 2N shall provide Standard Support during Business Hours.

4.2 After-Hours Coverage.

(a) Sev 1 Support: on-call coverage for Sev 1 incidents between the hours of 5am to 5pm PST, Business Days

(b) Sev 2 Support: Business hours triage and workaround implementation for Sev 2 incidents that materially impact operations, with continued work during Business Hours unless otherwise agreed during triage.

(c) Sev 3–Sev 4: Business Hours only.

#### 5. RESPONSE AND RESOLUTION TARGETS

5.1 Response Targets (Maximum).

Sev 1: 1 hour between the hours of 5am to 5pm PST, Business Days

Sev 2: 2 hours (Business Days)

Sev 3: 2 Business Days

Sev 4: 5 Business Days

5.2 Resolution / Workaround Targets (Maximum).

**Commented [1]:** @nicole@2ndnaturewater.com I am expressly suggesting that 2N does NOT provide Sev 1 coverage over the weekend.

Example: if 2NFORM goes down on Sunday, it stays down until 5am on Monday.

If that's not congruent with what you have in mind, please let me know and we can extend Sev 1 coverage to weekends.

\_Assigned to nicole@2ndnaturewater.com\_

Sev 1: Workaround within 4 hours; Resolution within 1 Business Day

Sev 2: Workaround within 1 Business Day; Resolution within 10 Business Days

Sev 3: All Sev 3 tickets within 20 Business Days

Sev 4: All Sev 4 tickets within 90 Business Days

5.3 Client Cooperation; Tolling. The above targets are contingent upon Client providing timely access, information, and cooperation reasonably requested by 2N. If a delay is caused by Client's failure to respond to information requests or to provide necessary access, the applicable clock is tolled during the period of delay.

5.4 Updates During Major Incidents. For Sev 1 incidents, 2N shall provide status updates no less frequently than every 3 hours during SLA service window until a Workaround is in place, and at least daily thereafter until Resolution. For Sev 2 incidents, 2N shall provide updates at least once per 5 Business Days until Resolution.

## 6. MAINTENANCE; CHANGES

6.1 Scheduled Maintenance. 2N may perform non-critical scheduled maintenance during business hours, with regular deployments, software updates, and security patches occurring after 5pm Pacific Time during Business Days. 2N shall provide at least seven (7) days' prior notice for Scheduled Maintenance that may affect Availability.

6.2 Emergency Maintenance. 2N may perform emergency maintenance or deploy hotfixes outside the Maintenance Window when necessary to address security risk, data integrity risk, and potential or actual material service degradation. 2N shall provide notice as soon as practicable and, where feasible, at least twenty-four (24) hours' notice.

6.3 No Material Degradation. Updates shall not materially reduce core functionality of the 2N Software used by Client as of the Effective Date without Client's prior written approval, except where required to address security vulnerabilities or legal compliance.

## 7. AVAILABILITY COMMITMENT

7.1 Availability Target. 2N shall ensure Monthly Uptime Percentage of at least 99.5 % for the 2N Software.

7.2 Measurement. Availability will be measured monthly and calculated as set forth in Section 2.3, excluding Excluded Downtime.

## 8. REMEDIES; SERVICE CREDITS

8.1 Service Credits for Availability Failure. If 2N fails to meet the Availability Target in a given month, Client shall be entitled to a service credit (applied to the next invoice, or refunded if prepaid and no further invoices are due) as follows: Monthly Uptime Percentage Credit (as % of monthly portion of Subscription Fee) < 99.9% and ≥ 99.5%      5% < 99.5% and ≥ 99.0%      10% < 99.0%      25%8.2 Credit Cap. Total credits in any month are capped at 50% of the monthly portion of the Subscription Fee.

8.1 Chronic Failure. If (a) the Availability Target is missed in three (3) months within any rolling six (6) month period, or (b) 2N misses Sev 1 Resolution targets for three (3) separate Sev 1 incidents within any rolling six (6) month period, Client may terminate the Agreement for cause upon written notice with no early termination penalty, and 2N shall refund any prepaid amounts for unused services on a prorated basis effective as of the termination date.

8.2 Sole and Exclusive Remedies. The remedies in this Section 8 are in addition to (and not in limitation of) any other remedies expressly set forth in the Agreement for material breach, but service credits are Client's primary monetary remedy for Availability failures.

## 9. ROOT CAUSE ANALYSIS (RCA)

For each Sev 1 incidents reasonably requested by Client, 2N shall provide a written RCA report within five (5) Business Days after Resolution, including (a) incident description and timeline, (b) root cause, (c) corrective actions taken, and (d) preventive measures to reduce recurrence.

## 10. REPORTING; REVIEW

10.1 Monthly Reporting (Upon Request). Upon Client request, 2N shall provide a monthly summary including uptime, incident counts by severity, and average response and resolution times.

10.2 Quarterly Service Review (Optional). Upon request, the parties will meet quarterly (remote) to review SLA performance, recurring issues, planned improvements, and support trends.

**Commented [2]:** Recommend that customer reporting be done only upon request and on the same frequency that 2N bills them.

11. CLIENT RESPONSIBILITIES

Client shall (a) submit Support Requests through the designated channels; (b) provide accurate details and impact assessment; (c) remain reasonably available to respond to support request investigations or designate someone on the Client side who can be; (d) maintain appropriate end-user devices and connectivity; and (e ) comply with the Agreement’s use restrictions.

12. MISCELLANEOUS

12.1 No Waiver. Failure to enforce any provision of this SLA Addendum is not a waiver.

12.2 Amendment. This SLA Addendum may be amended only by a writing signed by both parties.

12.3 Counterparts. This SLA Addendum may be executed in counterparts and by electronic signature.

AGREED AND ACCEPTED:

CITY OF WAUKESHA (“Client”)                      2NDNATURE SOFTWARE INC. (“2N”)

By: \_\_\_\_\_                      By: \_\_\_\_\_  
Name: \_\_\_\_\_                      Name: \_\_\_\_\_  
Title: \_\_\_\_\_                      Title: \_\_\_\_\_  
Date: \_\_\_\_\_                      Date: \_\_\_\_\_

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