## **TESSALink Policies**

## **Confidentiality and Security Policy**

TESSALink SaaS is a cloud-based software application that helps you better use data to manage your assets and improve your operations. As such, it is highly likely you will enter asset data and other information into TESSALink SaaS. We recognize that you highly value data confidentiality and security. Our goal is to keep your asset data and other information confidential and secure while it is in our possession. Our reputation depends on it.

TESSALink employs reasonable commercial efforts to deploy and maintain reasonable administrative, physical, and technical safeguards to keep your asset data and other information confidential and secure. If you would like to better understand the specific methods we employ, please contact us at <a href="mailto:info@tessalink.com">info@tessalink.com</a> as these methods change frequently.

In order for us to deliver TESSALink SaaS to you, you granted us via your TESSALink SaaS Agreement the non-exclusive right to use your data to:

- (i) provide TESSALink SaaS to you,
- (ii) use aggregated and/or anonymized information to improve our services, develop new services, show trends about general use of services, and for statistical analysis and business measures,
- (iii) monitor your use of TESSALink SaaS for security and technical support purposes and for validating your compliance with your licenses and other terms of your TESSALink SaaS Agreement,
- (iv) enforce the terms of the TESSALink SaaS Agreement, and
- (v) share with any of our affiliates, third party service providers and subcontractors who need to know such information in order to provide TESSALink SaaS. When we selected them, we ensured they were bound by similar confidentiality obligations. Please contact us at <a href="mailto:info@tessalink.com">info@tessalink.com</a> for a list of affiliates, third party service providers and subcontractors we use.

Of course, TESSALink's obligation to keep your asset data and other information confidential shall not apply to information that TESSALink is required to disclose by law or when you authorize us in writing to release your asset data or information to another party.

If you ever decide to leave us, we will export your data into an industry standard file format of our choosing and return it to you. Once you have confirmed receipt of the data, we will erase your data from our system within 14 days.

## **Acceptable Use Policy**

We started TESSALink in order to build software solutions to help customers use their asset data to better their businesses. We recognize that much of this data is confidential, siloed, in remote locations in non-digital form and needs to be shared. These issues require complex technological solutions and the broad dissemination of information and rights.

The purpose of this policy is to articulate and promote the ethical, legal, and secure use of TESSALink SaaS by you and other End Users and to confirm TESSALink's responsibilities in connection with accessing TESSALink SaaS.

You may exercise all rights granted to you under your TESSALink SaaS Agreement such as storing, analyzing, reporting, sharing and managing the asset data to which you have been authorized access by the Owner of the asset data. The Owner of the data is the person who originally entered the data in TESSALink SaaS. The Owner may delegate access and other rights to others down to the attribute level.

You bear the responsibility for knowing and complying with applicable laws, policies, and rules (including those involving export); for appropriately securing your computers and other electronic devices from misuse or theft by others; for protecting passwords and other access rights, and for avoiding any use that interferes with others' legitimate access to and use of TESSALink SaaS.

You are not allowed to reverse engineer, create derivative works, copy, distribute, modify, or compete with TESSALink SaaS. You may not remove any of TESSALink's trademarks,

When any use of TESSALink SaaS by you presents an imminent threat to other End Users or to the integrity of TESSALink SaaS or its technology infrastructure, or poses a likely violation of the law or TESSALink policy, TESSALink may, without notice to you, take whatever steps are necessary to manage the threat and/or preserve and access data. Those measures may include changing passwords and removing access rights. TESSALink system operators will restore connectivity and functionality as soon as practicable after they identify and neutralize the threat and implement any measures to ensure the threat does not reoccur.

## Service Level Agreement (SLA)

The TESSALink Customer Support Team 's normal office hours are 8:00 a.m. and 5:00 p.m. US Central Time, Monday through Friday, except holidays. A designated service will provide after-hours phone support.

Your TESSALink SaaS Quote designates your initial Account Manager, please have your designated Tenant Admin coordinate with your Account Manager for:

- Orders for new licensing or changes to existing licensing.
- Paid professional services for customization.
- Training
- Data entry or manipulation.
- Additional access or configuration.
- Data imports or integration to other systems.
- Accelerating feature development.
- Software use questions.

The TESSALink Customer Support Staff will provide monthly reports to you containing information on actual performance achieved, compared to service levels agreed on. Information will be provided on both open and closed requests.

In order to provide optimal first level problem and defect support service to all of our customers, you should direct all problem and defect requests to the TESSALink Customer Support Help Desk.

The TESSALink Customer Support Help Desk will provide you with the following support unless otherwise specified in a Customer Quote written and executed between TESSALink and Customer.

The Help Desk Team will:

- Record all problems.
- Resolve problems or assign them to the appropriate specialist.
- Monitor the problems.
- Notify you of commitment times and any problems that occur in meeting the established commitment.
- Document problem resolution and report status.
- Provide monthly reports.

The Help Desk guarantees a return call within one hour of an urgent voice mail message. All messages left on voice mail will be confirmed for receipt within four hours. From this number, a caller may also be transferred to the Help Desk staff. You can also reach the Help Desk by email at <a href="mailto:support@tessalink.com">support@tessalink.com</a>, or by visiting the customer support portal at <a href="mailto:https://tessalink.zendesk.com/hc/en-us">https://tessalink.zendesk.com/hc/en-us</a>.

The Help Desk uses the following criteria to determine the priority of problem and defect requests:

- Number of customers affected
- Effect on business mission
- Context of problem
- Deadlines

- Estimated solution time
- Application involved
- Frequency of problem
- Customer's sense of priority
- Customer's commitment level
- Availability of workaround
- Threat to data integrity or computer security

The following table will be used internally to prioritize calls and to give a response time commitment:

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Definition	Response Times
Multiple customers effected,	Immediate.
system-wide unavailability.	
Business outage or significant	Within 4 Hours
customer impact that threatens	
future productivity.	
High-impact problem where	Within 1 Business Day
production is proceeding, but in	
a significantly impaired fashion;	
there is a time-sensitive issue	
important to long term	
productivity that is not causing	
an immediate work stoppage;	
or there is significant customer	
concern.	
Important issue that does not	Within 3 Business Days
have significant current	
productivity impact.	
Issue requiring no further action	Within 5 Business Days
beyond monitoring for follow-	
up, if needed.	
Request for information only.	Within 10 Business Days
	Multiple customers effected, system-wide unavailability.  Business outage or significant customer impact that threatens future productivity.  High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern.  Important issue that does not have significant current productivity impact.  Issue requiring no further action beyond monitoring for follow-up, if needed.

Note: Response Times are during TESSALink Customer Support Team 's normal office hours.