



Lexion Support Policy & Service Level Agreement

Effective February 21, 2024

This Lexion Support Policy and Service Level Agreement (“**SLA**”) describes our support offering for implementation and also requests regarding bugs, defects, errors, or downtime in our Services that causes our Service to not perform for its intended purpose and as described in any documentation.

This SLA is subject to the specific support level you purchased and the agreement (“**Agreement**”) between you (“**Customer**”) and DocuSmart Inc. (dba Lexion) (“**Lexion**,” “**our**,” or “**we**”) regarding the products and services purchased by Customer from Lexion and described in the Agreement. To the extent that there’s a conflict between this SLA and the Agreement, the conflicting terms in the Agreement controls. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Agreement.

This SLA may be updated by us from time to time and was last updated as of the effective date set forth above. This SLA applies if you entered into an Order with us on or after November 27, 2023. If you entered into an Order with us prior to November 27, 2023, the prior version (found [here](#)) applies. Upon your renewal, you understand that this SLA will apply except as otherwise expressly agreed by the parties in writing in the Agreement.

Implementation Support

1. Implementation Support. During the first 90 days of the first year of Customer’s Subscription Term (“**Implementation Period**”), Lexion will provide one-time implementation support services to Customer (“**Implementation Support**”) to assist with Customer’s implementation of the Services. Lexion will provide the following Implementation Support based on the level of Implementation Support specified in Customer’s Order during the Implementation Period (unless otherwise specified in [Table 1](#) below). A number specified in [Table 1](#) and [Table 2](#) below indicates the quantity of meetings, sessions, or other projects included with the applicable implementation support level.

Table 1: Implementation Support Levels

	Starter Implementation Support	Professional Implementation Support	Premier Implementation Support
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<u>Legacy Contract Ingestion</u> - Uploading documents that are in PDF format and not otherwise identified as attachments (“ Legacy Contracts ”) to the Service* - Up to two (2) batches of Legacy Contracts	To be completed within 60 days of Lexion’s receipt of Customer’s Legacy Contracts.	To be completed within 60 days of Lexion’s receipt of Customer’s Legacy Contracts.	To be completed within 60 days of Lexion’s receipt of Customer’s Legacy Contracts.
<u>Legacy Contract Metadata Verification</u> - Verification of select field and clause metadata of select Legacy Contracts**	Lexion will verify title, effective date, lifecycle, parties and document type metadata fields extracted by AI.	Lexion will verify fields under Starter Implementation Support plus payment terms, and NDA type metadata fields extracted by AI. Lexion will also handle account merging.	Lexion will verify all extracted smart fields and verify limitation of liability clause, assignment clause and notice clauses. Lexion will also handle account merging.
<u>Implementation Kickoff Call</u> - Initial discussion regarding Customer’s implementation of the Services following the Initial Term Start Date	1	1	1
<u>Implementation Training Sessions</u> - One-hour virtual training session at a date and time mutually agreed upon by Lexion and Customer	2 (within 30 days of the Initial Term Start Date)	3	Unlimited
<u>Implementation Follow-Up Call</u> - Initial discussion regarding Customer’s implementation of the Services following the Initial Term Start Date	1	2	Unlimited
<u>Implementation Projects</u> - At Customer’s election, Customer may select from Lexion’s Project Menu attached as Attachment 1	2	4	8

*Excludes ingestion of documents directly from DocuSign, Salesforce, or other e-signature or CRM provider, which are deemed Implementation Projects.

**Verification applies to contracts and PDF files only and estimated verification completion time provided to Customer after ingestion is completed.

2. Expiration of Implementation Support. Unless otherwise specified in [Table 1](#), Customer must complete the Implementation Kickoff Call, Implementation Training Sessions, Implementation Follow-Up Call(s), and all Implementation Projects (“**Time Sensitive Implementation Support**”) by the last day of the Implementation Period. Following the completion of the Implementation Period, any unused Time Sensitive Implementation

Support included with Customer's applicable implementation support level automatically expires.

Ongoing Support

1. Ongoing Support. During the Subscription Term, Lexion will provide support for requests regarding bugs, defects, or errors in our Services that causes our Service to not perform for its intended purpose and as described in any documentation at the level specified in the Order ("**Ongoing Support**"). If Customer is on a multi-year Subscription Term, Customer may purchase Ongoing Support each contract year of their Subscription Term, calculated as each 365 day period following the Initial Term Start Date ("**Contract Year**").

Table 2: Ongoing Support Levels

	Starter Support	Professional Support	Premier Support
<u>Account Review</u> One-hour virtual meeting to review Customer account usage, Lexion optimization, and the Lexion roadmap	1 per Contract Year	2 per Contract Year	4 per Contract Year
<u>Additional Training Session</u> - One-hour virtual training session at a date and time mutually agreed upon by Lexion and Customer	1 per Contract Year	2 per Contract Year	Unlimited
<u>Additional Support Projects</u>	None	2 per Contract Year	4 per Contract Year
<u>Designated Customer Success Manager</u>	No	Yes	Yes
<u>Lexion Help Center</u> Self-service support resources available to Customer 24 hours per day, 365 days a year at www.support.lexion.ai/hc/en-us	Yes	Yes	Yes

2. **Support Hours.** Ongoing Support is provided 8 a.m. to 5 p.m. Pacific Time, Monday through Friday, excluding US Federal holidays, the Friday after Thanksgiving, and Christmas Eve (or the prior weekday if Christmas Eve falls on a weekend). For clarity, problems outside of business hours will be subject to the response times set forth below, starting the following business day.

3. **Support requests.** Customer may submit a support request to Lexion's Customer Success Team through the Lexion Help Center at www.support.lexion.ai/hc/en-us or by emailing support@lexion.ai.

4. **Additional Support Projects.** For additional support projects outside the scope of Customer's support level, Customer should contact their Customer Success Manager for pricing and terms.

5. **Expiration of Support.** Customer must complete all Account Review(s), Additional Training Session(s), and Additional Support Project(s) ("**Time Sensitive Support**") by the last day of the Subscription Term. If Customer is on a multi-year Subscription Term, Customer must complete all Time Sensitive Support annually by the expiration of the Contract Year. Following the Subscription Term or Contract Year (if applicable), any unused Time Sensitive Support included with Customer's applicable support level automatically expires.

6. **Prioritized Response and Resolution.** Upon receiving a call or request, Lexion will classify, prioritize, and resolve the problem according to the following criteria (it being understood that in the event that Lexion completes a workaround that relegates the applicable problem to a lower priority level, the service levels applicable to that lower priority level will apply going forward):

Priority	Description	Initial Response Time	Target Resolution (one or more)
1 (Critical)	Inoperable System The issue renders the mission critical features and functionalities of the Services completely unavailable, unresponsive, or inoperable, and there is no workaround.	<u>Premier Support:</u> 4 business hours <u>Professional Support and Starter Support:</u> 8 business hours	- Issue is resolved - Satisfactory workaround is provided
2 (High)	Major Business Impact The issue impacts major functionality or causes significant performance degradation, and affects many users, but the issue does not interrupt all functions of the Services. The issue impacts time sensitive business use cases.	1 business day	- Issue is resolved - Satisfactory workaround is provided - Fix incorporated into future release

3 (Medium)	Bug in Feature or Function The issue is a minor feature or function problem, a feature is not working as expected, there is some performance degradation, or there is a bug.	2 business days	<ul style="list-style-type: none"> - Issue is resolved - Satisfactory workaround is provided - Fix incorporated into future release
4 (Low)	Routine Questions, Minor Issues The issue is a routine technical problem, enhancement request, minor bug, or inquiry related to system capabilities.	5 business days	<ul style="list-style-type: none"> - Issue is resolved - Satisfactory workaround is provided - Fix incorporated into future release - Inquiry is answered - Enhancement request is captured

7. Scheduled Downtime. When needed, Lexion will schedule downtime for routine maintenance or system upgrades ("**Scheduled Downtime**") for the Services. Lexion will schedule any Scheduled Downtime outside of peak traffic periods. Lexion will notify Customer's designated contact by email at least three calendar days prior to the occurrence of Scheduled Downtime.

8. Uptime Commitment. The Services will be Available 99.9% of the time as calculated over a calendar month. "**Available**" or "**Availability**" means the Services are: (1) available for access and use over the Internet by Customer and its users; and (2) are functioning in accordance with the specifications. Calculation of Availability will not include, and Lexion will not be responsible for, any downtime which: (i) lasts less than 15 minutes or, no more than once per calendar month, lasts between 15 and 60 minutes; (ii) results from Scheduled Downtime; (iii) results from the failure of communication or telephone access service or other outside service or equipment or software not the fault of Lexion, including without limitation, general network outages; (iv) use of the Service in breach of the Agreement or other user errors; (v) results from Customer Content that is a corrupt file or not intended to be supported by the Service per relevant Lexion documentation; (vi) results from third-party acts, services, or systems not provided by Lexion or included by Lexion as part of the Service (e.g., your integrated CRM or e-signature solution); or (vii) relate to our preview or other pre-release features (beta functionality).

9. Reporting. Lexion will be responsible for monitoring Service Level performance and will provide Customer with reports showing Availability and other operational issues as requested by Customer.

10. Penalties for SLA Failures. If Lexion fails to meet its Uptime Commitment described above in any given calendar month, following Customer's request, Lexion will credit Customer's account with "Service Level Credits," to be applied against Customer's next invoice as follows:

Availability	Service Level Credit
99.5% >= Availability < 99.9%	5% of monthly subscription fees

97.5% >= Availability < 99.5%	10% of monthly subscription fees
95.0% >= Availability < 97.5%	25% of monthly subscription fees
Availability < 95.0%	100% of monthly subscription fees

The Service Level Credit is based on the subscription fee paid by Customer for the specific Lexion subscription-based Service that does not meet the Uptime Commitment (if this fee is paid annually, then such fee will be divided by 12 to determine the applicable monthly subscription fee) ("**Subscription Fee**"). For example, any amounts paid by Customer as one-time fees for custom integrations or other services are excluded from the determination of Service Level Credits. The total amount of Service Level Credits that Customer is entitled to under this Policy will not exceed the annual Subscription Fee paid by Customer for the specific Lexion subscription-based Service that does not meet the Uptime Commitment. Customer must request a Service Level Credit within 30 days following the given month that the relevant Service failed to meet the Uptime Commitment or it will be deemed that Customer has waived its right to such a Service Level Credit.

Attachment 1

Project Menu

The below are currently available projects that may be included with your Lexion support package (see your Order Form). Reach out to a Customer Success Manager to learn more about the scope of the services provided by Lexion for each project.

- Creation of up to 4 intake forms
- Creation of up to 2 automations
- Salesforce or HubSpot installation call
- Set-up of up to 1 instant contract
- Set-up of up to 2 conditional templates with document generation
- Set-up of 4 standard templates with document generation
- Creation or duplication of up to 2 custom document types
- Creation of up to 3 custom document reports
- Creation of up to 3 custom task reports
- Creation of 1 playbook in AI Contract Assist
- 1 additional virtual training (in addition to any included in the Implementation Support or Ongoing Support level specified on the Order)
- Creation of custom statuses for intake forms
- Creation of up to 10 custom fields for intake or documents
- Creation of up to 25 users
- Ingestion of Legacy Contracts from DocuSign or Salesforce (up to 1,000 PDF files)
- Setup of custom reminders for one identified document type
- Ingestion of metadata from previous system (data and metadata from previous system must be in a format required by Lexion)
- Ingestion of an additional batch of contracts (beyond initial two batches of contracts)