

# Appendix – Service Level Agreement for the Marketing Orchestration Platform Service

## 1. SERVICE LEVEL OBJECTIVES

For the purposes of this Agreement, “available” or “availability” means that Customer and its authorized users are able to access the basic features of the software. Company will use commercially reasonable efforts to ensure that the level of system availability will be at an annual average of 99.9% of the time 24X7, and a monthly average of 99.0%. The foregoing averages exclude Planned Downtime, as defined below. The web browser access compatibility shall allow for utilization by the most recent version of Google Chrome.

### Prioritization of Problem Responses

Problems will be addressed by Priority Levels determined by Company and will be escalated to a progressively higher management level as required, and depending upon those priorities. A description of these Priority Levels is as follows:

Priority Levels	Targeted Response Time	Description of Problem
Priority 1	4 business hours	The highest priority level, this classification indicates a business-critical loss of service, or serious impairment to service, which cannot be circumvented. Examples: Outages of hardware, software, network, or cannot access software or website
Priority 2	8 business hours	Critical loss of application functionality or performance, with an impact on business operations but the application is still functional. Examples: Task creation, pitch request, or comments are not working, or progression of a workflow is impeded etc.
Priority 3	72 business hours	Moderate loss of application functionality, with possible business impact. Should be fixed at next maintenance release.
Priority 4	TBD, but less than 1 month	Minor loss of application functionality, product feature question, or cosmetic issue, with no significant business impact. Will be addressed at the earliest possible opportunity.

### Escalation of Notification

Management Level	Priority 1	Priority 2	Priority 3	Priority 4
Customer Support Engineer	30 minutes	30 minutes	30 minutes	30 minutes
Customer Support Manager	1 hour	8 hours	26 hours	N/A
SVP of Customer Success & VP of Product	4 hours	12 hours	36 hours	N/A
CEO	8 hours	16 hours	N/A	N/A

## 2. MAINTENANCE OF SOFTWARE

Company shall provide maintenance and upgrades to the software during the hours of 8am and 8pm EST (the “Routine Maintenance Window”) unless deferral of such maintenance or upgrades to the Routine Maintenance Window would materially and adversely affect performance or security of Company’s network or data center. Company shall endeavor to perform such maintenance or upgrades in such a manner so as to not adversely impact Customer’s use of the software. Notwithstanding the foregoing, planned downtime may occur when Customer has no access to the software due to scheduled maintenance and application upgrades (“Planned Downtime”). To the extent possible, Company shall notify Customer as far in advance as practicable of any maintenance or upgrades outside of the Routine Maintenance Window. Company shall provide error correction services, including programming changes to the software to correct reproducible errors therein. Company will provide the following services without additional charge to Customer:

- A. Promptly notify Customer of any substantial defects or malfunctions in the software impairing access of which it learns from any source, correct any such defects or malfunctions and provide Customer with corrected copies of same or provide a workaround until corrected within the time frames specified in Section 1;
- B. Provide to Customer no later than the first day of general release, copies of updates to the software, including, without limitation, modifications to the software which can increase the speed, efficiency or base of operation of the software or add additional capabilities to or otherwise improve the functionality of the software;
- C. Promptly update the software as required to remain compatible with current industry standard operating systems and hardware platforms.
- D. Provide to Customer all reasonably necessary telephone or written consultation requested by Customer in connection with its use and operation of the software or any problems therewith during the support hours specified in this Section 2; and
- E. Respond to errors in the software identified by Customer within the time frames specified in Section 1.

### 3. BACK-UP

Company will maintain a complete and current copy of the software and Customer's database on a server located at a remote backup site. Company will provide access to the software for Customer 24x7 except during periods of maintenance, back-up and upgrade services, for which at least three (3) business hours prior written notice will be given to Customer. Company will back up Customer's database daily.