

Crownpeak Service Level Agreement (SLA)

This Service Level Agreement (“**SLA**”), to the extent incorporated by reference by a corresponding order form (“**Order Form**”), governs the resolution of issues that may arise in connection with your use of the Service offered by Crownpeak to you under such Order Form. In this SLA, the terms “**you**” and its derivatives shall mean “**Customer**”, and “**we**” and its derivatives shall mean “**Crownpeak**”, as defined in the Order Form or Master Services Agreement (“**MSA**”) identified in the Order Form. Other capitalized terms used herein but not defined have the meanings given to such terms in the MSA. This SLA is also incorporated into any MSA entered into by Customer and Crownpeak.

Customer Support

- 1. Critical Issues.** Any issue in which the Software or the website used to provide the Service is unavailable for more than five (5) minutes. Prior to declaring a Critical Issue, Customer must verify that the Software and/or the website providing the Service is unavailable from a second local machine on a second, separate network.
- 2. Non-Critical Issues.** Any issue that is not a Critical Issue, including, but not limited to, requests for calls or meetings, end-user support, functional issues with a Crownpeak product or the live website, and new work requests.
- 3. Issue.** Any Critical Issue or Non-Critical issue.
- 4. Issue Submission.** Every Issue must be submitted according to the process described on Crownpeak’s public customer support website. Any request for assistance that is not submitted in this manner is not considered an Issue for the purposes of this Service Level Agreement and is not subject to response time standards or credit for downtime policies.
- 5. Response.** Crownpeak’s electronic acknowledgment to any properly submitted Issue, which will be provided within twenty (20) minutes of receipt.
 - a. Within two (2) hours of the Response to a Critical Issue, Crownpeak shall provide the submitter with an update via electronic mail to the address from which the original support request was received. Crownpeak shall use commercially reasonable efforts to resolve Critical Issues as soon as possible on a continuous (24 hours per day, 7 days per week) schedule.
 - b. All Non-Critical Issues shall receive an update within one (1) business day of the Response to a Non-Critical Issue.
- 6. Support Hours.**
 - a. Critical Issues: 24 hours per day, 7 days per week.
 - b. Non-Critical Issues: 3:00am to 9:00pm US Eastern Time, Monday through Friday, excluding days for which the United Kingdom and the United States both declare a public holiday. Extended hours for Non-Critical Issue support are available as part of certain support plans.
- 7. Escalation.** For Critical Issues, Customer may also call the emergency support number: +1 (310) 841-5920, and press 6 for emergency support, leaving a brief message about the issue along with a contact number. This will activate an emergency phone escalation process and alert assigned on-call support staff.

Service Availability

1. **Definition of Terms.** For the purposes of calculating “**Downtime**” and “**Uptime**” in this Service Availability section, the following definitions shall apply:
 - a. The “**Service Month**” shall be defined as the period of time from 00:01 (12:01 am) on the first day of each calendar month to 23:59 (11:59pm) on the last day of the same calendar month.
 - b. There shall be thirty (30) “**Service Days**” in each Service Month.
 - c. There shall be seven hundred twenty (720) “**Service Hours**” in each Service Month.
 - d. There shall be forty three thousand two hundred (43,200) “**Service Minutes**” in each Service Month.
 - e. “**SAAS Services**” shall be defined as that portion of the Service related to provision, maintenance and delivery of Crownpeak DXM and/or Crownpeak DQM.
 - f. “**Hosting Services**” shall be defined as that portion of the Service related to provision, maintenance and delivery of websites, whose content is managed through Customer’s normal use of Crownpeak DXM
 - g. “**Monthly Subscription Fee**” shall be defined as one twelfth (1/12) of the Annual Subscription Fee (as set forth in the Order Form)
2. **Standard Time.** Customer and Crownpeak understand and acknowledge that the number of Service Days, Service Hours and Service Minutes in any given Service Month may be either greater or less than the number of actual days, hours and minutes in any calendar month, depending on the calendar month, and that this is intentional for the purposes of simplifying the calculation of Downtime and Uptime in any calendar month.
3. **Maintenance.** Crownpeak performs systems maintenance periodically to ensure proper functioning of Hosting Services and SAAS Services (“**Maintenance**”). Under normal circumstances, Maintenance is performed Monday and/or Wednesday of each week from 6:00pm to 7:00pm Pacific Time. If Maintenance is to be performed, then Crownpeak shall use commercially reasonable efforts to notify Customer, in writing, via normal e-mail communication channels, a minimum of twenty four (24) hours, or as early as reasonably practical, prior to the start of such Maintenance. All Maintenance, where Customer has been notified in writing prior to the start of the maintenance activity, shall be considered “**Planned Maintenance**”.
4. **Positive Response.** A response of HTTP 200 received from a target web page monitored using a standard HTTP Get request.
5. **Negative Response.** The second of two consecutive responses other than HTTP 200, or the second of two non-responses, received from a target web page monitored using a standard HTTP Get request from two separate geographic locations.

6. Hosting Services Downtime. Downtime, for purposes of Hosting Services, is tracked by monitoring a static HTML web page, not managed by Crownpeak DXM, and placed on the hosted server exclusively for monitoring purposes. The page shall be monitored at fifteen (15) minute intervals, and Downtime is calculated as the period of time, measured to the nearest second, from the first Negative Response, not occurring during Planned Maintenance, to the time of a subsequent Positive Response, and as reported in the CMS interface dashboard.

SAAS Services Downtime. Downtime, for purposes of SAAS Services, is tracked by reporting on a World Wide Web uniform resource locator (“URL”) that Crownpeak will identify to Customer as the principal point of access for Customer wishing to use SAAS Services. The URL shall be monitored every one (1) minute, and Downtime is calculated as the period of time, measured to the nearest second, from the first Negative Response, not occurring during Planned Maintenance, to the time of a subsequent Positive Response.

Monthly Downtime. For both SAAS Services and Hosting Services, Monthly Downtime is determined by adding together the total amount of Downtime observed during the Service Month for the particular Service, and identified as “**Monthly SAAS Downtime**” or “**Monthly Hosting Downtime**”, as appropriate.

Downtime Credit. For all SAAS Services and Hosting Services, Customer shall receive credit for Monthly Downtime according to the following schedule, with the first applicable definition, reading from the top downwards, being taken as the applicable Monthly Downtime for the Service Month:

Monthly Downtime	Uptime Percentage	Credit for Downtime
Less than 43.2 Service Minutes	99.9% or greater	None
43.3 to 86.4 Service Minutes	99.8% or greater	5% credit on Monthly Subscription Fee
86.5 Service Minutes to 3.60 Service Hours	99.5% or greater	10% credit on Monthly Subscription Fee
3.60 Service Hours than 7.20 Service Hours	99.0% or greater	20% credit on Monthly Subscription Fee
More than 7.20 Service Hours	98.0% or greater	50% credit on Monthly Subscription Fee

10. **Separate Calculation.** For purposes of this **Service Availability** section, the total Monthly SAAS Downtime and Monthly Hosting Downtime shall be calculated separately, and any associated credits calculated against the individual Monthly Subscription Fees for each such Service.
11. **Excessive Downtime.** Notwithstanding the above, if Customer experiences more than three hundred sixty (360) Service Hours of either Monthly SAAS Downtime or Monthly Hosting Downtime in a Service Month, then Customer will receive an additional pro-rated credit against the Monthly Subscription Fee for the applicable Service according to the following formula:

$$\text{Additional Pro-Rated Credit \%} = (\text{Monthly Downtime (Service Hours)} - 360) / 720$$

Example (for illustration purposes only):

Monthly Downtime = five hundred forty (540) Service Hours

$$\text{Additional Pro-Rated Credit \%} = (540 - 360) / 720 = 25\%$$

Credit equals 25% of the Monthly Subscription Fee.

12. **Maximum Service Credit.** Notwithstanding anything to contrary herein, the total credits offered to Customer under this paragraph may not exceed one hundred percent (100%) of the Monthly Subscription Fee for the applicable Service.
13. **Sole Remedy.** Such credits shall be Customer's sole remedy and Crownpeak's sole obligation with respect to any unavailability or degradation of functionality or performance of the Service, Software, or web hosting.

Conflicts.

Any conflicts between this SLA and any data sheet or other document describing support services shall be resolved in favor of this SLA.