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 Services Agreement identified in the Order Form. Other capitalized terms used herein but not defined have the meanings given to such terms in the Services Agreement.

1. **Types of Issues**. There are two types of issues: "**Critical Issues**" and "**Non-Critical Issues**". A Critical Issue is one that causes the Software or the website used to provide the service to be unavailable for over five (5) minutes. In order to declare a Critical Issue, Customer must verify that the Software and/or the website is unavailable from a second local machine and a second, separate network. Non-Critical Issues are defined as all other issues or services requests Customer may have, including requests for calls or meetings, end-user support, functional issues with a Crownpeak product or the live website, new work requests, and so on. Non-Critical Issues can be submitted as "normal" or as "high priority". High priority Non-Critical Issues will be prioritized over normal issues. Non-Critical Issues are also often referred to as support requests or trouble tickets.

2. **Issue Submission**. Every support request or issue must be submitted via electronic mail to support@crownpeak.com. Any issue that is not submitted in this manner is not subject to response time or credit for downtime policies. A customer who would like to arrange a call with a support or services representative should submit a support request.

3. **Response**. Crownpeak shall initially acknowledge and respond to any Critical Issue sent via electronic mail to support@Crownpeak.com. Within two (2) hours of the acknowledgment of a Critical Issue, Crownpeak will provide the submitter with an update via electronic mail to the address from which the original support request was received. Crownpeak will use best efforts to resolve Critical Issues as soon as possible on a 24/7 schedule. All Non-Critical Issues and support requests shall receive a response within one (1) business day of Crownpeak's receipt of the report.

4. **Support Hours**. Crownpeak provides Critical Issue support 24/7/365. We provide Non-Critical support from 6:00am to 6:00pm US Pacific Time, Monday through Friday, excluding holidays. We offer optional 18-hour/day extended hours for Non-Critical Support from 12:00am to 6:00pm US Pacific Time, Monday through Friday, excluding holidays, for an additional fee.

5. **Instructions for Escalation**. If the Critical Issue occurs outside standard support hours (6:00am to 6:00pm US Pacific Time, Monday through Friday, excluding holidays), Customer may call the emergency support number: +1 (310) 841-5920, and press 6 for emergency support. If a representative does not answer, leave a brief message about the issue along with a contact number. Leaving a message in this way will activate our 24/7 emergency phone escalation process.

6. Maintenance. Crownpeak performs systems maintenance periodically to ensure proper functioning of Hosting Services and SAAS Services **("Maintenance")**. Under normal circumstances, that 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 planned maintenance event. All such Maintenance, where Customer has been notified in writing prior to the start of the maintenance activity, shall be considered Planned Maintenance.

7. Credit for Downtime. For the purposes of calculating **"Downtime"** and **"Uptime"** in this Section 7, 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 the Crownpeak CMS.

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 the Crownpeak CMS

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.

Downtime, for purposes of Hosting Services, is tracked by reporting on a static HTML page that Crownpeak will place on the web server for monitoring purposes. The page will be monitored in 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. The page will be monitored from multiple geographic locations, and any positive result from any location will be considered as the site being accessible.

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 will be monitored once a 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. The page will be monitored from multiple geographic locations, and any positive result from any location will be considered as the site being accessible.

For both SAAS Services and Hosting Services, multiple instances of Downtime observed during a Service Month shall be added together to calculate the total amount of Downtime observed during the Service Month for the particular Service **("Monthly Downtime")** and identified as **"Monthly SAAS Downtime"** or **"Monthly Hosting Downtime"** as appropriate.

For all SAAS Services and Hosting Services, Customer will 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 Subscription Fee"** is defined as the Annual Subscription Fee (as set forth in the Order Form) divided by 12:

Monthly Downtime	Uptime Percentage	Credit for Downtime
Less than 43.2 Service Minutes	99.9% or greater	N/A
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

For purposes of this **Section 7**, 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.

Notwithstanding the above, if Customer experiences more than three hundred sixty (360) Service Hours of either Monthly SAAS Downtime or Monthly Hosting Downtime, then Customer will receive an additional pro-rated credit against the Monthly Subscription Fees for the applicable Service according to the following formula:

Additional Pro-Rated Credit % = (Monthly Downtime (Service Hours) – 360) / 720

Example (for illustration purposes only):

- *Monthly Downtime = five hundred forty (540) Service Hours*

- *Additional Pro-Rated Credit % = (540 – 360) / 720 = 25%*

Notwithstanding anything to contrary herein, the total credits offered to Customer under this paragraph may not exceed 100% of the total monthly Fees for the applicable Service.

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.

Effective May 30, 2016