

Schedule 1 – Service Level Agreement

This Service Level Agreement (“SLA”) governs the resolution of issues that may arise in connection with your use of the Services offered by Crownpeak. Capitalized terms used herein but not defined have the meanings given to such terms in the master services agreement between Crownpeak and Customer (“MSA”). In the event of any conflict between this SLA and any product sheet or other document describing the Services or their support, this SLA takes precedence.

1. Definitions

Emergency Maintenance means unforeseen systems maintenance required to ensure proper functioning of the Services and which may not be notified to Customer prior to being performed, if reasonably practicable.

High (category 3) disruption that significantly impairs the core functions of the Crownpeak product so that it can no longer be used in an economically reasonable way, and there are no reasonable technical and / or organisational workarounds.

Hosting Services means that portion of the Service related to provision, maintenance and delivery of websites, whose content is managed through Customer’s normal use of Crownpeak products.

Issue means any Urgent, High, Normal or Low Issue.

Low (category 1) product enhancement requests as well as general service requests not requiring immediate resolution, or which require available resources to begin work. Provisioning requests are included as well, which fall under provisioning SLAs based on product.

Monthly Subscription Fee means one twelfth (1/12) of the Annual Subscription Fee (set forth in the Order Form).

Negative Response means 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.

Normal (category 2) issues affecting usability of the product, but a workaround is provided with no impact to major feature/functionality where the issue is not deemed to be Urgent or High, as well as general how to questions regarding the product.

Planned Maintenance mean systems maintenance periodically performed by Crownpeak and its subcontractors to ensure proper functioning of the Services, and which is notified to Customer via normal communication channels with a minimum of twenty four (24) hours’ notice, or as early as reasonably practical, prior to the start of such maintenance. In addition, Planned Maintenance of the productive environment takes place on the last Wednesday of a month between 07:00 CET and 09:00 CET. The staging servers for development and QA are maintained one week in advance.

Positive Response means a response of HTTP 200 received from a target web page monitored using a standard HTTP Get request.

Response means Crownpeak’s electronic acknowledgment to any properly submitted Issue.

SAAS Services means that portion of the Services related to provision, maintenance and delivery of Crownpeak software as a service products.

Service Days means the thirty (30) days in each Service Month.

Service Hours means the seven hundred twenty (720) hours in each Service Month.

Service Minutes means the forty-three thousand two hundred (43,200) minutes in each Service Month.

Service Month means the period of time from 12:01am on the first day of each calendar month to 11:59pm on the last day of the same calendar month.

Urgent Issues (category 4) means where the Services are unavailable (production environment down, public website down or a critical feature/function unavailable) for more than five (5) minutes. Prior to declaring a Critical Issue, Customer must verify that the Services are unavailable from a second local machine on a second, separate network.

2. Issue Submission

Every Issue must be submitted according to the process described on Crownpeak’s public customer support website (a trouble ticket system (TTS) and / or an e-mail address). Any request for assistance that is not submitted in this manner is not considered an Issue for the purposes of this SLA and is not subject to response times or credit policies. Customer must provide a detailed description of the issue in as much detail as is possible.

3. Issue Response

Following receipt of an Issue report, Crownpeak will provide a Response within the time set out below:

Defect class / service level	Urgent (4)	High (3)	Normal (2)	Low (1)
Response time ¹	15 min	15 min	15 min	15 min
Start of defect analysis within support hours and / or availability times	2 hrs	8 hrs	1 business day	3-5 business days based on request

¹Sending an e-mail confirming that the ticket has been received in the ticket system.

For Urgent Issue, Crownpeak shall use commercially reasonable efforts to resolve them as soon as possible on a continuous basis (24 hours per day, 7 days per week). For all other Issues, Crownpeak shall use commercially reasonable efforts to resolve Non-Critical Issues as soon as possible during working hours. Crownpeak reserves the right to determine how an Issue is resolved and, if resolution is not possible, to provide the Customer with a workaround to the extent possible.

4. Support Hours

The hours of support for Issues are:

- For Urgent Issues: 24 hours per day, 7 days per week.
- For High, Normal and Low Issues: 03:00am to 21:00 US Eastern Time and 09:00 to 24:00 Central European Time, Monday through Friday.

5. Service Availability

Crownpeak will use commercially reasonable efforts to make the Services available at least 99.9% of the time during any Service Month (the “**Service Commitment**”).

Availability is measured by downtime:

- Hosting Services downtime is tracked by monitoring a static HTML web page, not managed by Crownpeak, 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 to the time of a subsequent Positive Response, and as reported in the CMS interface dashboard.
- SAAS Services downtime 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 to the time of a subsequent Positive Response.
- Total monthly downtime is determined by adding together the total amount of downtime observed during the Service Month for each particular Service separately and any associated credits are calculated against the individual Monthly Subscription Fees for each such Service.

The Service Commitment does not apply to any unavailability or other performance issues: (i) caused by factors outside of Crownpeak’s reasonable control, including any force majeure event or internet access or related problems (ii) during Planned Maintenance or Emergency Maintenance.

The Service Commitment applies to the current version of the software. Customer shall be informed in advance of the availability of a new version of the software. Should individual Customer project adjustments be necessary after an update or upgrade, these are not included in the scope of the Agreement and must be arranged under separate terms with Customer.

6. Credit for Downtime

In the event Crownpeak does not meet the Service Commitment, Customer will be eligible to receive a credit for downtime according to the following schedule:

Monthly Downtime	Credit for Downtime (of the Monthly Subscription Fee for the specific Service, for the month during which the downtime occurred)
Less than 43.2 Service Minutes (equal to 99.9% uptime)	None
43.3 to 86.4 Service Minutes	5%
86.5 Service Minutes to 3.60 Service Hours	10%
3.60 Service Hours to 7.20 Service Hours	20%
More than 7.20 Service Hours	50%

Notwithstanding the above, if Customer experiences more than three hundred sixty (360) Service Hours of either downtime for an individual Service 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:

Monthly Downtime (in Service Hours) minus 360) divided by 720

Example:

- *Monthly Downtime = 540 Service Hours*
- *Excessive Downtime Credit % = (540 – 360) / 720 = 25%*
- *25% discount off the Monthly Subscription Fee.*

Notwithstanding anything to contrary herein, the total credits offered to Customer under this SLA may not exceed one hundred percent (100%) of the Monthly Subscription Fee for the applicable Service.

Credits are Customer's sole remedy and Crownpeak's sole obligation with respect to any downtime, unavailability or degradation of functionality or performance of the Services.