

SERVICE LEVEL AGREEMENT

This Crownpeak Service Level Agreement ("SLA") sets forth the service level terms and conditions for the Digital Experience Management (DXM) provided to Customer during the term of the corresponding Order Form and MSA between Crownpeak and Customer. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the MSA or Order Form.

1. Customer Support

Crownpeak offers support services ("Support Services") for DXM in accordance with the following terms:

A. Issue Submission

Customer may report an issue or unexpected behavior related to the DXM through the Crownpeak Community case management portal located at: https://support.crownpeak.com.

B. Scope of Support

The Support Services are outlined in the support plans datasheet referenced in the Order Form.

C. Support Hours and Issue Response Time

Crownpeak support personnel will assign a priority level to all reported issues based on the below table:

Priority	Description	Premier Support Issue Response Time	Elite Support Issue Response Time
Urgent	Product environment down, production website down or critical feature or function unavailable that impacts a production website where the site is unusable or out of compliance due to the feature issue. Non-production websites excluded.	2 Hours 24 hours / 7 days	1 Hour 24 hours / 7 days
High	Major function or feature is not working correctly, impairing Customer ability to manage updates to the website, website add-ons such as a site notice or website content is incorrect or rendering incorrectly. Non-production websites excluded unless results in delay of an imminent launch.	8 Hours Best efforts to reply same day (8AM – 9PM US Eastern Time)	4 Hours (3AM – 9PM US Eastern Time)
Medium	General issues affecting usability of the product, basic product questions or general help requests. Any issue where a workaround is provided, or impact to major feature, functionality or website changes or issues not deemed urgent or high as noted above. Any issue where the issue does not have direct impact to the website or add on used by the website.	1 Business Day Response 13 hours / 5 days (8AM – 9PM US Eastern Time)	1 Business Day Response 18 hours / 5 days (3AM – 9PM US Eastern Time)
Low	How-to questions and/or product enhancement requests. Professional service requests and managed service requests as defined in the Support Services datasheet.	1 Business Day Response 13 hours / 5 days (8AM – 9PM US Eastern Time)	1 Business Day Response 18 hours / 5 days (3AM – 9PM US Eastern Time)

2. Product Availability

A. <u>Uptime</u>

Monthly Uptime Percentage is calculated by subtracting the percentage of minutes from for a month in which the service was unavailable from 100%. Measurements exclude downtimes resulting directly or indirectly from a defined reason (see below).

The Service Commitment does not apply to any unavailability, suspension or termination of the services, (a) that result from a suspension of service pursuant to terms of the Agreement; (b) caused by factors outside of our reasonable control; including any force majeure event or internet access or related problems beyond the Service; (c) that result from any actions or inactions of the customer or any third party, including failure to acknowledge a recovery volume; (d) Applications or services created or implemented by the customer or a third party on his behalf (Customizing); (e) that result from an announced software updated; or (f) arising from our suspension and termination of the right to use the Software in accordance with the Agreement.

B. Planned Maintenance

Crownpeak performs systems maintenance periodically to advance and ensure proper functioning of products. Under normal circumstances, Maintenance is performed Monday and/or Wednesday of each week from 7:00pm to 8:00pm US Eastern Time. If Maintenance is to be performed, then Crownpeak shall use commercially reasonable efforts to notify Customer, in writing, via normal communication channel a minimum of twenty-four (24) hours prior to the start of such Maintenance. All Maintenance, where Customer has been notified in writing prior to the start of the maintenance activity, is considered "Planned Maintenance".



C. <u>Site Delivery Hosting Services Availability</u> (applies only if purchased separately by Customer)

This section pertains to the availability of the infrastructure only. Any Downtime caused by Customer's application code is out of Crownpeak's control and will not count as Downtime. Uptime will be tracked by monitoring a static HTML health check web page placed on Customer's infrastructure for the exclusive purpose of monitoring.

3. Service Credits

Customer shall be entitled to credits based on the below Monthly Uptime schedule. The total Monthly Uptime will be calculated *separately* for each Crownpeak Product (and any associated credits calculated against the individual Monthly Subscription Fees for each Crownpeak Product).

Monthly Uptime Percentage	Service Credit
99.0% to < 99.9%	5% credit on Monthly Subscription Fee
95.0% to 98.9%	7% credit on Monthly Subscription Fee
90.0% to 94.9%	10% credit on Monthly Subscription Fee
< 89.9%	30% credit on Monthly Subscription Fee