

SERVICE LEVEL AGREEMENT (“SLA”)

This Service Level Agreement (“SLA”) is subject to and made a part of any SaaS Agreement into which it is incorporated by reference (the “Agreement”). Any of the services to be provided by ColorDigital in this SLA may be provided by ColorDigital’s designees at ColorDigital’s option.

1. **Availability.** ColorDigital shall make each service provided under the Agreement available 98% of the time, except as provided below. Availability will be calculated per calendar quarter, as below. For any partial calendar quarter during which You subscribe to the Services, availability will be calculated based on the entire calendar quarter, not just the portion for which You subscribed.

$$\text{Availability} = (\text{Maximum Availability} - \text{Downtime}) / \text{Maximum Availability} \times 100\%$$

Maximum Availability = period (in minutes) during which the services could have been available at their maximum. This equals 60 minutes x 24 hours x the number of days in the month.

Downtime = period (in minutes) during which the services were not available, not including downtime due to maintenance or changes.

2. **Exceptions.** The following items or situations are exempt from ColorDigital's calculation of 98% availability:
 - a. Attacks (i.e. hacks, denial of service attacks, viruses) by third parties, and other acts not caused by ColorDigital, provided ColorDigital makes every reasonable effort to maintain current versions of software patches.
 - b. Events of force majeure, including acts of war, god, earthquake, flood, embargo, riot, sabotage, labor dispute (outside of ColorDigital's or its designees' own employees), government act, or failure of the Internet.
 - c. Modifications to hardware, system applications or application code configuration, or code not authorized by ColorDigital. Changes or modifications to code that contributed to downtime.
 - d. Unavailability of Your System due to Your programming, modifications to OS, content, development, staging and/or testing period(s) or Your acts or omissions which are not performed in accordance with ColorDigital's standard change control processes.
 - e. Unavailability of Your System caused by failures of third party systems or services not under ColorDigital's control.
 - f. Any planned downtime for which ColorDigital provides You twenty-four (24) or more hours' notice in accordance with the Agreement or via a conspicuous on-screen message in the Service. ColorDigital will use commercially reasonable efforts to schedule all planned downtime Tuesday – Saturday between 10:00 p.m. and 2:00 a.m. CET. However, for major Service releases, ColorDigital will use commercially reasonable efforts to schedule any downtime on Monday – Tuesday between 9:00 p.m. and 3:00 a.m. CET. ColorDigital will use commercially reasonable efforts to limit the number of major Service releases to 6 per calendar year. In no event shall planned downtime exceed thirty-six (36) hours in any calendar quarter.

3. Support Level

Priority	Description	Reaction time
Level 1	The problem leads to extremely serious interruptions in a production system. The problem leads to compromised data integrity, which can lead to financial losses. The problem has affected, or could affect, the entire user community.	Communication within 2 hours after reporting the problem. Solution or plan to solve the problem after 4 hours
Level 2	The problem causes serious disruption to normal operations and can adversely affect company-wide installation or urgent deadlines in a production system. However, data processing continues to operate in a limited manner and data integrity can be compromised, which can result in serious disruption to critical processes.	Communication on the day the problem was reported Solution or plan to solve the problem within 48 hours
Level 3	The problem results in minimal interruptions or minor performance degradation. The problem is attributed to a malfunction of the product.	Solved the problem at the end of the current development cycle (sprint). (A sprint takes about 6 weeks)

4. **Remedies.** If the Services are unavailable as set forth in Section 1 above in a calendar quarter, ColorDigital will provide You with a credit as provided in the table below (“Credit(s)”), based on the fees paid for the non-conforming Services. Credits may be used by You against any payments due in any immediately following renewal term of the Agreement.

Actual Availability	Credit
93% - 97.9%	10% of Pro-rated Quarterly Price Paid for the Services
88% - 92.9%	30% of Pro-rated Quarterly Price Paid for the Services
Below 88%	50% of Pro-rated Quarterly Price Paid for the Services

5. **Reporting, Claims and Notices.** To claim a remedy under this SLA, You shall send ColorDigital written notice containing the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim, including any relevant calculations.

You will make any claims on a calendar quarter basis, within ten (10) business days after the end of the applicable quarter, except where a Service subscription ends on a date other than the last day of a calendar quarter, in which case any claim related to that subscription must be submitted within 10 business days after the subscription end date.

All claims will be verified against ColorDigital's or its providers' system records. Should ColorDigital dispute any period of unavailability You allege, ColorDigital will provide You with a record of Service availability for the applicable period.

6. **General:** Services designated in writing as beta, limited release, developer preview, development or test bed environments, or by descriptions of similar import, are excluded from this SLA. ColorDigital shall have no obligations under this SLA during any period You are in material breach of the Agreement, including any period in which You have failed to meet its payment obligations thereunder. The remedies in this SLA are Your sole and exclusive remedies for ColorDigital's failure to meet the 98% availability, and any other of its obligations in this SLA.