

Service Level Agreement (SLA)

1. Availability Commitment. The Vendor will ensure that the Software Platform achieves Monthly Uptime (defined below) of at least **99.9%**. In the event the Vendor fails to achieve this Monthly Uptime in a calendar month, the Customer's sole remedies are (a) make-good credits (as set forth in Section 2 of this SLA); and (b) a one-time right to terminate the Service Order (as set forth in Section 3 of this SLA). The Customer may view availability information on the status page for the Software Platform and may subscribe to notifications.

2. Make-Good Credits. If the Vendor does not meet the availability commitment in a calendar month, the Customer may request a make-good credit equal to the following percentage of its subscription fee applicable to the month at issue:

Actual Monthly Percentage Uptime	Service Credit
Less than 99.9% but at least 98.0%	10%
Less than 98.0% but at least 95.0%	20%
Less than 95.0%	30%

Variable fees, usage credits, one-time fees, or fees for add-on services or professional services shall not be included. The Customer must request a make-good credit within thirty (30) days of the applicable failure. Any make-good credits will be applied to future, unpaid fees and will expire twelve (12) months after issuance.

3. Termination Right. If the Vendor does not meet the availability commitment for any three (3) months out of a consecutive twelve (12) month period, the Customer shall have the one-time right to terminate the applicable Service Order. To exercise this right, the Customer must provide written notice within fifteen (15) days of the third (3rd) such calendar month.

Termination under this provision will be effective within fifteen (15) days following receipt of the Customer's notice. In the event of termination for this reason, the Vendor will refund the pro rata portion of prepaid fees for the remainder of the subscription period.

4. Support Hours and Requests.

4.1. If the Customer has purchased an Iconik Professional subscription plan without Premium Support, the Vendor will provide support during 9am to 5pm Eastern Time on Monday through Friday ("business hours") and will provide Standard Acknowledgement Time responses in Section 5 of this SLA.

4.2. If the Customer has purchased an Iconik Professional subscription plan with Premium Support or an Iconik Enterprise subscription plan, the Vendor will (a) provide support (i) 24 hours per day Eastern Time on Monday through Friday ("weekday extended hours") and (ii) during 9am to 5pm Eastern Time on Saturday and Sunday ("weekend extended hours"); and (b) provide Premium Acknowledgement Time responses in Section 5 of this SLA.

4.3 The Customer will submit support requests to support@iconik.io, the Vendor's support portal, or in the manner otherwise communicated by the Vendor from time to time.

5. Remediation of Errors. The Vendor will respond to reports of errors (i.e., a failure of the Software Platform to operate in accordance with its documentation) within the time frames set forth below:

Severity Level	Standard Acknowledgement Time	Premium Acknowledgement Time	Remedial Efforts
1. Critical Severity Level: the Software Platform is inoperable for users	Two (2) hours during business hours	Thirty (30) minutes during (i) weekday extended hours and (ii) weekend extended hours	Ongoing, diligent efforts to resolve as soon as possible
2. High Severity Level: the Software Platform or a significant function thereof is severely limited or degraded and no workaround is available	Six (6) business hours	Sixty (60) minutes during (i) weekday extended hours and (ii) weekend extended hours	Ongoing, diligent efforts to resolve as soon as reasonably practicable or to provide a temporary workaround while ultimate resolution efforts continue
3. Medium Severity Level: a moderate loss of functionality or performance, but the Software Platform's major components remain usable	Twenty-four (24) business hours	Six (6) business hours	Reasonable effort to resolve the issue as determined by the Vendor
4. Low Severity Level: no material impact on operation of the Software Platform; includes product feature requests	No prescribed time	No prescribed time	No prescribed time

6. Exclusions. The Vendor shall have no obligations under this SLA with respect to (a) hardware, software, or services not provided by the Vendor; (b) the Customer's use of the Software Platform in a manner that violates this Agreement or is unsupported by the Software Platform's documentation; or (c) a suspension of service permitted by the Agreement.

7. Definitions. As used herein, the following terms have the following meanings:

7.1. "Monthly Uptime" means: (x) the total number of minutes in a month less the total number of minutes of Unavailability that month, excluding Permitted Downtime; (y) divided by the total number of minutes in the month; (z) multiplied by 100%.

7.2. “Unavailability” occurs when the entire Software Platform or a material feature thereof (such as content management) is either completely unavailable or significantly degraded.

7.3. “Permitted Downtime” means the number of minutes of Unavailability of the Software Platform in a calendar month that is caused by Emergency Downtime, Scheduled Downtime, or External Factors.

7.4. “Emergency Downtime” means Unavailability resulting from an unscheduled maintenance operation to remediate a vulnerability that the Vendor reasonably believes requires immediate attention.

7.5. “Scheduled Downtime” means Unavailability resulting from a scheduled maintenance operation, *provided* that the Vendor shall provide at least ten (10) days’ advance notice, limit the Unavailability for this reason to four (4) hours per calendar month, and endeavor to conduct such operations in off-peak hours.

7.6. “External Factors” means factors outside of the Vendor’s reasonable control, including an outage at a major cloud provider used by the Vendor (such as Google or Amazon), natural disasters, war, acts of terrorism, civil unrest, or government action.