
MIXMODE PLATFORM SERVICE LEVEL AGREEMENT

This MixMode Service Level Agreement (“SLA”) is a legal agreement entered into by and between [] (the “Customer”) and MixMode, Inc. (“MixMode”). This SLA defines the service levels that MixMode agrees to deliver for all Products and Services except that the SLAs in the **MIXMODE SERVICE LEVEL AGREEMENT SOC AS A SERVICE** shall not apply to this MixMode Platform Service Level Agreement. This SLA shall include and incorporate by reference the terms and conditions set forth in the applicable Order Form as well as those set forth in the MixMode EULA. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Order Form or MixMode EULA. Unless such conflict and order of precedence is expressly identified in writing, in the event of a conflict between the terms of this SLA, an Order Form, or MixMode’s EULA, the following order shall apply: the MixMode EULA, this SLA, and the Order Form.

1 – Service Commitment.

1.1. Product and Service Availability. MixMode will ensure that all Products and Services are available at all times during the term except during Scheduled Maintenance for the MixMode Product or Service. MixMode shall achieve the Product and Service uptime (“Product and Service Uptime”) of 99.99%. Product and Service Uptime levels are predicated upon MixMode’s sensors’ ability to capture and store Customer data at the sensor level within Customer’s environment. Product and Service Uptime excludes any MixMode Product Maintenance. Whilst Customer is free to monitor network uptime on its systems and other monitoring services, the Product and Service proactively monitors network uptime and the results of these monitoring systems shall provide the sole and exclusive determination of network uptime.

1.2. Exclusions from MixMode’s Product Availability. The availability of the MixMode Product and MixMode’s obligations with respect to the Product and Service Uptime set forth herein may be subject to limitations, delays, and other problems inherent to the general use of the Internet and other public networks or caused by Customer or third parties. MixMode is not responsible for any delays or other damage to the extent resulting from:

- a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Customer;
- inability to access MixMode’s Product initiated by MixMode or its third-party suppliers at the written request or direction of Customer for maintenance, back up, or other purposes;
- inability to access MixMode’s Product occurring as a result of any actions or omissions taken by MixMode or its third-party suppliers at the written request or direction of Customer;
- inability to access MixMode’s Product resulting from Customer’s equipment;
- inability to access MixMode’s Product due to system administration, commands, file transfers performed by Customer representatives without MixMode’s authorization or approval;
- other activities Customer directs, natural disasters, general and widespread power and other utility outages, general and widespread internet service outages, changes resulting from government, political, or other regulatory actions or court orders, acts of civil disobedience, acts of war;
- Customer’s negligence or breach of its material obligations under this SLA, the MixMode EULA, or any other written agreement between Customer and MixMode; and
- lack of availability or untimely response time of Customer to respond to incidents that require its participation for source identification and/or resolution.

1.3. Remedies for Product and Service Uptime. If the Product and Service Uptime for the MixMode Product is less than 99.99% in any calendar month, Customer is entitled to receive a credit in accordance with the follow schedule calculated on a calendar-month basis:

Availability Percentage	Credit Percentage
99.99% or greater	No Credit
99.00% to 99.98%	10%
98.00% to 98.99%	20%
97.00% to 97.99%	30%
96.00% to 96.99%	40%
95.01% to 95.99%	50%
95.00% or less	Customer may terminate the Agreement and/or the affected Order Form.

If (a) Product and Service Uptime falls below 99.7% for any three (3) calendar months in any twelve (12) month period; (b) the Product or Service is unavailable for a period of twenty-four (24) consecutive hours; or (c) the Product and Service Uptime is 95.00% or less during any one (1) calendar month, Customer may immediately terminate the Agreement and/or the affected Order Form or schedule upon written notice to MixMode, and MixMode will refund Customer all prepaid, unused fees.

1.4. Issue Resolution. If the Product or Service does not function in accordance with its specifications, applicable Order Form, and/or the MixMode EULA (an “**Issue**”), MixMode and Customer will comply with the following resolution procedures for all Issues reported by Customer:

1.4.1. Reporting an Issue. Customer may report an Issue via email or a call to designated Product or Service support. When reporting an Issue, Customer will include a reasonably detailed description of the Issue. Customer will report each Issue encountered by Customer separately.

1.4.2. Issue Classification. When reporting an Issue, the severity of the Issue will be classified based on the impact to Customer's business operations in accordance with the severity classification table below. To the extent that MixMode disagrees with any Issue classification provided by Customer, MixMode will promptly advise Customer of the revised classification of any Issue and the parties will resolve through good faith negotiations any disagreement regarding classification.

1.4.3. Response Time.

MixMode will respond to each of Customer's reported Issues within the timeframe designated below based on the Severity Level as reasonably determined by MixMode.

Severity Level	Definition	Response Times	Commitment	Resolution Times
0	Entire Product or Service is inaccessible or unusable while Customer's Internet is functioning properly.	1 Hour	MixMode will work on a resolution until Issue is resolved or a reasonable workaround is applied.	3 Hours during regular business hours; 6 Hours during non-business Hours

1	Product or Service is up and running but multiple customers are experiencing significant issues that impact their ability to use the Product or Service.	4 Hours	MixMode will work with Customer to resolve the Issue until the Issue is fixed or a reasonable workaround is applied.	6 hours during regular business hours; 8 hours during non-business hours.
2	The issues cause significant loss of Product or Service or is a significant error. The impact is an inconvenience that may require a workaround to restore functionality or is a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system.	8 Hours	MixMode will work with Customer to resolve the Issue until the Issue is fixed or a reasonable workaround is applied.	1 business day from the Reported Notice.
3	The issue causes minor reduction of Product or Service or is a minor error. The impact is an inconvenience that may require a workaround to restore functionality or is a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system.	24 Hours	MixMode will work with Customer to mutually prioritize and schedule resolutions into regular business operations schedules.	2 business days for functionality impacting multiple customers; case by case basis for minor errors or non-impactful behavior.
4	Minor defects and errors that do not impede system operation in a normal manner	48 Hours	MixMode will work with Customer to mutually prioritize and schedule resolutions into regular business operations schedules.	Case by case basis (to be mutually agreed)

1.4.4. Remedies. If the SOC As a Service does not function in accordance with its specifications, the applicable Order Form, and/or the MixMode EULA, and Customer reasonably determines that MixMode's efforts to cure the noted failure have not proven satisfactory within the Resolution Times set forth in Section 1.4.3, Customer may immediately terminate any Products or Services then in effect via order forms and MixMode shall refund Customer all prepaid, unused fees for such services.

2 – Maintenance

In accordance with the terms of the MixMode EULA, MixMode periodically adds, repairs, and upgrades the MixMode Product and shall accomplish this without affecting the Customer's access to the MixMode Product; however, repairs of an emergency or critical nature may result in the MixMode Product not being available for the Customer's usage during the course of such repairs. MixMode shall schedule Product Maintenance during the times set forth below, however, the parties agree that in the event of an emergency or repair of critical nature it may be necessary for MixMode to perform product maintenance during times other than those specified below and, in such event, MixMode reserves the right to perform Product Maintenance during times other than the foregoing:

Maintenance Item	Description	Commitment
Scheduled Maintenance	Routine, scheduled maintenance performed during non-peak and/or weekend hours ("Maintenance Window").	Customers will be notified via email by MixMode. MixMode reserves the right to modify the Maintenance Window; provided notice to the Customer is provided of such modification.
Preventative Maintenance	Non-scheduled maintenance that needs to be promptly conducted. MixMode will notify Customer before performing such Preventative Maintenance. MixMode shall use all commercially reasonable efforts to perform such preventative maintenance during non-peak and/or weekend hours.	Customers will be notified via email by MixMode.
Emergency Maintenance	Non-scheduled maintenance required to be performed immediately. Emergency Maintenance may be performed outside the Maintenance Window and will be counted as unscheduled downtime.	Customers will be notified via email by MixMode. Customer understands Emergency Maintenance may be performed with little or no advance notice.

3 – Disaster Recovery and Business Continuity

- 3.1. MixMode maintains, monitors and supports a Disaster Recovery and Business Continuity Plan designed to ensure the continuous delivery of MixMode's Products and Services. MixMode Disaster Recovery and Business Continuity Plan is based on general industry standards and regulatory guidance, including International Organization for Standardization (ISO) 22301 Business Continuity Management (replaced BS25999) and Federal Financial Institution Examination Council (FFIEC) Business Continuity Planning IT Examination

Handbook. Upon request MixMode will provide further details about MixMode's Disaster Recovery and Business Continuity Plan.

3.2 Recovery Time Objective ("RTO")/ Recovery Point Objective ("RPO") Capabilities. MixMode provides the following as its RTO and RPO capabilities for all MixMode Products and Services:

3.2.i. RTO (the time period within which the Services and Product must be restored after a disaster or disruption event): 120 hours or 7200 minutes.

3.2 ii. RPO (the maximum amount of acceptable data loss, measured in hours or minutes preceding a disaster or disruption event): 72 hours or 4320 minutes.

3.3 If a disaster occurs triggering loss of MixMode's Products or Services, MixMode will promptly provide Customer with notice that includes the nature of the interruption, if known, and an estimate of time it will take to return the MixMode Product or Service to the required service levels.

4 – SLA Limitations

The scope of coverage under this SLA expressly excludes the following:

- a. Maintenance and support for non-production environments and sand boxes.
- b. Data migration
- c. Training
- d. Installation, configuration, and technical support for Customer equipment or operating systems other than Products.
- e. Technical support, consultation, or problem resolution pertaining to software or applications other than those supplied by MixMode.