



FLASHPOINT

Service Level Agreement (“SLA”)

Support and Service Levels

1. **Availability:** As set forth in the table below, Flashpoint shall provide 99.9% uptime monthly (the “Service Level Uptime Metric”) in providing the Services (as defined in the Subscription Agreement); provided, however, that this SLA does not apply in any manner to data collection or alerting provided to Subscriber in connection with the Services. In addition, the Service Level Uptime Metric will exclude unavailability due to the following types of events:

- Force majeure events as described in the terms of the Subscriber Agreement
- Use of Services contrary to documentation or Subscriber Agreement
- A result of Subscriber equipment or third-party computer hardware, software, or network infrastructure not within the sole control of Flashpoint or recommended by Flashpoint
- Maintenance (Flashpoint shall provide Subscriber with at least 24 hours’ notice prior to any maintenance)
- Beta products and products that have reached end-of-life (EOL)* (i.e. products that are not in General Availability), and free, proof-of-concept, and trial products
- Unavailability or degradation of Internet services outside of Flashpoint’s control (e.g. DNS Servers)
- Any throttling by Flashpoint and/or action taken by Flashpoint in an attempt to mitigate errant scripts or abuse

* **Note:** Flashpoint makes continuous improvements to services and products. Flashpoint will endeavor to notify the Subscriber of any such EOL event with at least 90 days of the EOL of the product where feasible.

<i>Service Metric*</i>	<i>Service Level Uptime Metric Percentage (measured on a monthly basis)</i>	<i>Service Level Credit, pursuant to Section 3 below (i.e., the “At-Risk Amount”)</i>
Service Availability; and/or Website Availability (as defined below in Section 5)	Between 99.9% - 95%	5%
	Between 94.99% - 75%	10%
	Less than 75%	100%

2. Service Level Uptime Metric Measurement: Uptime is calculated on a monthly basis. Flashpoint will use commercially reasonable efforts to monitor its production system to detect and document unavailability, including outage events.

3. Service Level Credits. “Service Level Credits” means the credits applied to Subscribers’ account by Flashpoint when Flashpoint fails to meet a Service Level Uptime Metric in a given month, and Subscriber requests the Service Level Credit in writing, as set forth below in this Section 3. If Flashpoint fails to meet any of the Service Level Uptime Metrics for any given month, Subscriber is entitled to the applicable Service Level Credit, to be calculated as follows:

A* B

Where A = At-Risk amount set forth in above; and B = the prorated monthly Fee, which shall be equal to 1/12th of the annual Fee of the applicable Order. By way of example, and for the purposes of clarity, if the Service Level Uptime Metric is not met in a given month – i.e., the Service is available less than ninety-nine percent (99%) of the time in that month but is available at least 95% of the time – the applicable At-Risk Amount is five per-cent (5%) and the Prorated Fee for that month is \$10,000.00 (i.e., \$120,000/12), then Subscriber will be entitled to a Service Level Credit of \$500.00 (i.e., 5% x \$10,000.00). Service Level Credits as set forth herein will constitute Subscriber’s sole and exclusive remedy in connection with any violation of the Service Levels set forth in this Document.

To receive a service credit, a Subscriber must file a claim for such credit within five (5) business days following the end of the calendar month in which the Service Level Commitment was not met for an applicable Flashpoint Service, by contacting Flashpoint using your customer support

email address with a complete description of the downtime, the total duration of the downtime, and how the Customer was adversely affected. Flashpoint reserves the right to deny the service credit if the Customer does not qualify. Subsequent to validation of Service Level Default, credit will be applied to the subscriber's account within 60 days of contract end date. Subscriber will not be entitled to multiple Service Level Credits in any given month.

4. Incident Response: Flashpoint's targeted incident response times are set forth in the table below. Flashpoint reserves the right to determine the actual priority level of an incident.

- SEV1 - A critical production system is unusable by some of the user base and no workaround is available (e.g. customers cannot log into the applicable Service; search isn't working for a substantial portion of the user base; a substantial portion of the user base can't retrieve data from the API; etc.)
- SEV2 - A critical production system is in a degraded state and a workaround is available (e.g., Alerting isn't working in the platform, but alerts are still sent via email)
- SEV3 - A non-critical production system is not working as expected but doesn't affect use of the system. (e.g Some words aren't being translated correctly or formatting issues in the Platform, etc)
- SEV4 - Enhancement requests.

	Response Time	Resolution Time
SEV1	4 Hours	1 Business Day
SEV2	1 Business Day	1 Week
SEV3	2 Business Days	At Flashpoint's Discretion
SEV4	2 Business Days	At Flashpoint's Discretion

5. Definitions. For purposes of this document, these terms will be defined as follows:

- "General Availability" refers to the availability of Flashpoint products or services to the general public.
- "Service Availability" refers to the availability of Flashpoint API services
- "Website Availability" refers to the availability of Flashpoint web applications.
- "Maintenance" refers to scheduled downtime of Flashpoint Services