



TICKETMANAGER SERVICE LEVEL AGREEMENT

This TicketManager Service Level Agreement (this “**SLA**”) sets forth the details regarding the levels of service and technical support to be provided by Spotlight Ticket Management, Inc. (“**TicketManager**”) to Customer when Customer’s account is in good financial standing. This SLA will be measured on the frequency indicated below and TicketManager shall consistently meet or exceed the applicable service levels during the term of the Agreement. Failure by TicketManager to meet the performance targets and percentages (and other indicators set forth below) will result in a credit of service fees as outlined herein, not to exceed Customer’s monthly License Fee. To receive a credit, Customer must email help@ticketmanager.com requesting such credit within seven (7) days of the occurrence or seven (7) days from the end of the current month. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

System Availability

TicketManager guarantees that all non-disaster Application outages will be less than four (4) hours in duration, and the total outage duration of the Application will not exceed eight (8) hours in a one (1) month period. **TicketManager will achieve a minimum 99% uptime at all times.**

A weekly off-business hours change window of 3 hours (12am – 3am PST) is permitted for maintenance purposes (“**Downtime**”). Downtime does not include (i) problems caused by factors outside of TicketManager’s reasonable control, (ii) problems resulting from any actions or inactions by Customer or any third party, (iii) problems resulting from Customer’s equipment and/or third party equipment not within TicketManager’s sole control, or (iv) network unavailability during scheduled maintenance of TicketManager’s network and/or servers, which, if any, shall occur during off business hours.

Availability percentage will be calculated using the following formula: (Total Customer guaranteed service hours – downtime hours during service window) / Total Customer guaranteed service hours

- The number of Downtime events will be tracked and reported by TicketManager.
- The measurement of availability shall be on a daily basis with overall availability reported on a monthly basis.

In the event TicketManager fails to meet the Availability requirements under this SLA due to its own act or default, TicketManager will credit Customer five percent (5%) of the monthly License Fee for every 1/10th of a percentage of uptime below the guaranteed uptime, up to a fifty percent (50%) credit.

Problem Response Time

In the event of a non-disaster outage, TicketManager shall acknowledge and provide an update to Customer regarding the restoration process (a) within two (2) hours of the start of the outage during regular business hours, and every two (2) hours thereafter; and (b) within four (4) hours of the start of the outage outside of regular business hours, and every two (2) hours thereafter.

- TicketManager will contact the designated Customer contact with updates via phone or email.
- In the event TicketManager fails to meet the Problem Response Time requirements under this SLA due to its own act or default, TicketManager will credit to Customer a five percent (5%) credit of the monthly License Fee for each occurrence of such failure.

SERVICE LEVEL AGREEMENT

System Recoverability

In the event of a severe outage or disaster, Application access shall be restored by TicketManager within forty-eight (48) hours of the disaster occurring, and TicketManager shall acknowledge and provide an update to Customer regarding the restoration process as soon as is reasonably possible.

TicketManager will provide Customer with a full review report containing the following details within twenty-four (24) hours after the severe outage or disaster is resolved:

- (a) Timeline of significant events;
- (b) Root cause of applicable problem;
- (c) Customer and Authorized End User impacts;
- (d) Opportunities for improvement; and
- (e) Prevention of reoccurrence.

In the event TicketManager fails to meet the System Recovery requirements under this SLA due to its own act or default, TicketManager will credit to Customer a five percent (5%) credit of the monthly License Fee for each occurrence of such failure.

System Maintenance Reporting

TicketManager shall notify Customer in writing of any system maintenance scheduled to occur outside of Downtime at least one (1) week in advance for maintenance activities that will impact Services. In the event TicketManager fails to meet the System Maintenance Reporting requirements under this SLA due to its own act or default, TicketManager will credit to Customer a five percent (5%) credit of the monthly License Fee for each occurrence of such failure.

Technical Support

Technical support and consultation is available Monday-Friday between the hours of 7:00am and 5:00pm PST via email at help@ticketmanager.com, toll free telephone at 1-877-423-4868 or live chat ticketmanager.com.

Severity levels of problems reported hereunder will be identified and resolved within the following time frames:

- Severity 1: within 2 hours
- Severity 2: within 4 hours
- Severity 3: within 12 hours
- Severity 4: within 24 hours

In the event TicketManager fails to meet the Technical Support requirements under this SLA due to its own act or default, TicketManager will credit to Customer certain credits for each occurrence of such failure as follows:

- Severity 1: 10% credit of the monthly License Fee
- Severity 2: 5% credit of the monthly License Fee
- Severity 3: 5% credit of the monthly License Fee
- Severity 4: 5% credit of the monthly License Fee

SERVICE LEVEL AGREEMENT

Severity Level Definitions

Severity levels provide a means to communicate the business impact of a problem to the people involved in the Problem Management Process.

Severity levels do not change unless (a) the business impact changes, (b) a problem is clarified, or (c) the recovery targets are compromised. Severity levels are assigned when the problem record is created by the Help Desk.

Severity Level 1

Severity Level 1 consists of a problem that results in loss of service to a business-critical production application, system, or service and work cannot reasonably continue; productivity loss of affected parties is extreme or absolute; business processes or system functionality are critically affected; a system work-around or repair is required immediately (and the work-around may not already be known or established).

Support is paged 24/7 for Severity 1 problems and the Problem Management Team will be engaged.

Specific Criteria for Severity Level 1

A Severity 1 problem must meet one (1) of the following criteria:

- (a) the problem is experienced company-wide;
- (b) the problem completely compromises the ability of a business unit to conduct its day-to-day business; or
- (c) the problem impacts any established service agreements

Severity Level 2

Severity Level 2 consists of a problem that results in a severe degradation of service to a business-critical production application, system, or service, or loss of a business-critical development system whereby some operation can continue in a restricted fashion; productivity loss of affected parties is significant; business processes or system functionality are seriously affected; system and/or data is exposed to potential loss or interruption.

An immediate assessment of the problem by the TicketManager resolving team is required for Severity Level 2 problems, and if the problem presents real or potential risks to external facing services, a system work-around or repair is required immediately. If the problem does not present real or potential risks to external facing services, a system work-around or repair is required within the recovery target.

Support is paged 24/7 for all Severity 2 problems. The Problem Management Team will be engaged immediately between the hours of 07:00 and 20:00 ET (Monday - Friday) for problems affecting external facing services or the provision of these services.

Specific Criteria for Severity Level 2

A Severity 2 problem must meet one (1) of the following criteria:

- (a) the problem has potential high-business impact, but due to the time of day or holiday, there is no business impact;
- (b) the problem seriously compromises the ability of a business unit to conduct its day-to-day business; or
- (c) the problem threatens to impact any established service agreements

SERVICE LEVEL AGREEMENT

Severity Level 3

Severity Level 3 consists of a problem that results in a loss of a function or resource that does not seriously affect Customer's operations or schedules; productivity loss of affected parties is minor; business processes and system functionality are moderately affected; critical system(s) and/or data are not at risk; the situation may be temporarily circumvented with an established work-around, or affected parties are able to perform other key work tasks.

Specific Criteria for Severity Level 3

A Severity 3 problem must meet both of the following criteria:

- (a) the problem slightly compromises the ability of a business unit to conduct its day-to-day business; and
- (b) the problem does not have the potential to impact established service agreements

Severity Level 4

Severity Level 4 consists of a problem that results in productivity loss of affected parties is that is insignificant (a more commonly understood term); a request for service, enhancement, or "how to" request; business processes and system functionality are marginally affected or unaffected; system(s) and/or data are not at risk.

Specific Criteria for Severity Level 4

A Severity 4 problem must meet both of the following criteria:

- (a) the problem does not compromise the ability of a business unit to conduct its day-to-day business; and
- (b) the problem does not have the potential to impact established service agreements.