SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") sets forth the details regarding the level of service and technical support (the "SLAs") for Spotlight: (the "Application") that apply when your account is in good financial standing. These SLAs will be measured on the frequency indicated below. Spotlight must consistently meet or exceed the SLAs set forth below. Failure to meet the performance targets and percentages (and other indicators mentioned below) will result in a credit of the services fee as outlined below not to exceed the Customer monthly fee. To receive a credit Customer must email help@spotlighttms.com requesting the credit within 7 days of the occurrence or 7 days from the end of the month.

System Availability

Spotlight guarantees non-disaster application outages will be less than 4 hours in duration. In addition, the application in total will not have total outages that exceed 8 hours in a single month. A weekly off business hours change window of 3 hours (12am – 3am PST) is allowed for maintenance purposes.

• Downtime does not include (i) problems caused by factors outside of Spotlight's reasonable control, (ii) problems resulting from any actions or inactions by Customer or any third party, (iii) problems resulting from your equipment and/or third party equipment not within Spotlight's sole control, or (iv) network unavailability during scheduled maintenance of Spotlight'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 Spotlight.

• The measurement shall be on a daily basis with overall availability reported on a monthly basis.

If Spotlight fails to meet this SLA due to their act or default, they will credit Customer 5% of the monthly fee for every 1/10th of a percentage of uptime below the guaranteed uptime up to a 50% credit.

Problem Response Time

In the event of a non-disaster outage, Spotlight must acknowledge and provide an update on restoration process to Customer within 2 hours of the start of the outage during regular business hours and within 4 hours of the start of the outage outside of regular business hours, and then provide an update every 2 hours after the original update.

• Spotlight will contact the designated Customer contact with the updates, either via phone or email.

• If Spotlight fails to meet this SLA due to their act or default, this will result in a 5% credit of the monthly fee for each occurrence.

System Recoverability

In the event of a severe outage or disaster, application access must be restored within 48 hours of the disaster occurring. In the event of a severe outage or disaster, Spotlight must acknowledge and provide an update on restoration process to Customer as soon as is reasonably possible.

Spotlight will provide a full review report with the following details sent to Customer within 24 hours after problem is resolved:

• a timeline of significant events
• root cause of a problem
• client and end-client impacts
• opportunities for improvement
• prevention of reoccurrence

• If Spotlight fails to meet this SLA due to their act or default, this will result in a 5% credit of the monthly fee for each occurrence.

System Maintenance Reporting

Spotlight must notify Customer of system maintenance scheduled to occur outside the agreed upon change window in the following manner:
• One (1) week lead time for planned and scheduled maintenance activities that impact Services.

• Adequate notice must be provided in writing to Customer. This SLA is measured on a per incident basis.

• Failure to meet these SLAs due to their act or default will result in a 5% credit for each instance which Customer did not receive the requisite notice for each occurrence.

Technical Support

A member of Spotlight's technical support help desk staff will be available to assist Customer with problems and questions regarding the Application. Customer may contact Spotlight's technical support help desk via email at help@spotlighttms.com or by telephone at 1-877-423-4868 between the hours of 5am and 8pm PST.

The severity levels of the problems 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

If Spotlight fails to meet this SLA due to their act or default, this will result in the following credits for each occurrence:
Severity 1 - 10% credit of the monthly fee
Severity 2 – 5% credit of the monthly fee
Severity 3 – 5% credit of the monthly fee
Severity 4 – 5% credit of the monthly fee

SERVICE LEVEL AGREEMENT

Severity level definitions

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

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

Severity 1

The problem causes 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 24x7 for Severity 1 problems and the Problem Management Team will be engaged.

Specific Criteria
A Severity 1 problem must meet one of the following criteria:
is felt company-wide
completely compromises the ability of a business unit to conduct its day-to-day business
impacts any established service agreements

Severity 2

The problem causes a severe degradation of service to a business critical production application, system, or service, or loss of a business critical development system; 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 resolving team is required 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 24x7 for all Severity 2 problems. The Problem Management Team will be engaged immediately between 07:00 and 20:00 ET (Monday – Friday) for problems affecting external facing services or the provision of these services.

Specific Criteria
A Severity 2 problem must meet one of the following criteria:
has potential high business impact, but due to the time of day or holiday, there is no business impact
seriously compromises the ability of a business unit to conduct its day to day business
threatens to impact any established service agreements

Severity 3

The issue causes a loss of a function or resource that does not seriously affect the 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. Situation may be temporarily circumvented with an established work-around, or affected parties are able to perform other key work tasks.

Specific Criteria

A Severity 3 problem must meet both of the following criteria:
slightly compromises the ability of a business unit to conduct its day to day business
and does not have the potential to impact established service agreements

Severity 4

Productivity loss of affected parties is insignificant (a more commonly understood term). May be 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

A Severity 4 problem must meet both of the following criteria:
does not compromise the ability of a business unit to conduct its day to day business, and
does not have the potential to impact established service agreements.