



SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is intended to provide _____ (“Client”) with a clear explanation of the service levels and their respective support services and timeline expectations for Client’s requests for support and resolution of outstanding technical and equipment issues. This SLA governs all support, maintenance, service and resolution requests made by Client in regard to Brandlive’s services and sites, and this SLA supplements any Master Services Agreement, Services Agreement, Terms of Service, or other contracting document for the provision and use of Brandlive’s services and sites (collectively, the “Services Agreement”).

1. Brandlive Uptime Commitment

1.1 The production instance of the Brandlive will be available 99.9% of any calendar month (the “Uptime Commitment”). Availability is measured using the following industry-standard formula:

$$\text{Availability (less Planned Maintenance)} = \frac{\text{Total Minutes in a Month (30 days)} - \text{Total Downtime in the Month}}{\text{Total Minutes in a Month (30 days)}} * 100$$

Brandlive will not be responsible for interruption of Client’s access to the Services, and the Services will not be considered unavailable (i.e., such interruptions will not be included in the Downtime calculation), where the interruption results from: (a) routine maintenance, repair, and upgrade during Brandlive’s normal maintenance windows (specified below); (b) issues or failures with Client’s hardware, software, communications, or internet providers; (c) issues or failures of third-party sites, applications, software, hardware, or other components not supplied by Brandlive, or the intentional or malicious actions of third parties; (d) Client’s acts or omissions; or (e) force majeure events.

1.2 If Brandlive does not meet its Uptime Commitment, Brandlive will issue Client a credit equal to 1/30th of the monthly fee for the Service that did not meet the Uptime Commitment. Credits must be requested by Client, within thirty (30) days of the end of the month in which the Uptime Commitment was not met. The failure to meet the Uptime Commitment must be verified by Brandlive’s diagnostic monitoring tools. Credits will be credited against Client’s next invoice.

2. Support and Maintenance Services

2.1 Brandlive uses tools to provide server, network, and application diagnostic monitoring of the technical infrastructure that delivers the Services.

2.2 Client may find online support resources and FAQ’s here: <https://help.brand.live>. With the exception of Severity Level 1 issues, Client must report issues regarding availability or performance of the Services by submitting a support case at <https://help.brand.live>. Support requests must include a detailed description of the error or request, including the operating conditions that gave rise to the error. The individual reporting a support incident will receive an auto-reply notification via email to confirm receipt of a Support request, along with a case number for reference. Client may also submit a support request by phone at 866-532-2154. Brandlive standard phone support is available Monday through Friday between the hours of 8 am and 5 pm Pacific (excluding United States Federal Holidays). Off-hours phone support is available 24 hours per day, 365 days per year for Severity Level 1 or 2 issues. All Severity Level 1 issues must be reported by phone. Brandlive may limit the right to submit support requests to a single or maximum number of Authorized Users.

2.3 Upon receiving a support request, Brandlive will use commercially reasonable efforts to respond to Client’s request within the mean response time indicated below for the corresponding severity

level and address and/or fix errors to the Services reported by Client that are within the control of Brandlive, based on the following resolution process:

Level	Description	Mean Response Time	Resolution Process
Severity 1	Issue impacts multiple users: Service is down, or major functionality is unavailable or materially impacted by performance issues, and no workaround is available.	15 minutes (Client must call by phone)	Brandlive will investigate the issue and will work continuously until error is fixed or temporary workaround is implemented.
Severity 2	Issue impacts multiple users: important features are unavailable or degraded, or multiple users are degraded, and no sustainable workaround is available. Or The issue impacts a single user, major functionality is unavailable or materially impacted by performance issues, and no workaround is available.	1 hour	Brandlive will investigate the issue and will work continuously until error is fixed or temporary workaround is implemented.
Severity 3	Issue impacts multiple or single users: important features are unavailable but workaround is available, Or Intermittent disruption of Services.	4 hours (during business hours)	Brandlive will work during normal business hours to investigate the issue and implement a fix or workaround.
Severity 4	A minor feature is unavailable, Or There is a minor performance impact Or The Client makes a routine request (e.g. add user, password reset).	1 Business Day	Brandlive will work to provide fix in next maintenance release or respond to the routine maintenance request.

2.4 To the extent reasonably possible, Brandlive will refrain from performing maintenance during Brandlive’s normal business hours so as to minimize any interference with or disruption of the Services. Brandlive provides maintenance notifications and reminders. Brandlive’s normal maintenance windows are:

- Mon-Thurs between 9PM-11:59PM Pacific
 - Mon-Fri between 12AM-2AM Pacific
 - Friday after 6PM Pacific
 - Weekends anytime
- 2.5 Brandlive agrees to provide Client with 48 hours' prior notice if Brandlive must perform maintenance outside the normal maintenance windows, or if Brandlive must suspend the Services outside normal maintenance hours to perform necessary maintenance.
- 2.6 Premium support services may be purchased by Client as a Professional Service.
- 2.7 Brandlive reserves the right at any time with reasonable advance written notice to Client to temporarily change the Service hours of operation or to limit Authorized Users' access to and use of the Services in order to perform necessary repairs, make modifications, and provide enhancements. Brandlive may alter or modify the terms of this SLA upon prior written notice. Services may be subject to limitations reasonably designed to allow ordinary use of the Services, including, for example, limits on storage or the number of calls or procedures allowed against the Service infrastructure and APIs, as described in the Acceptable Use Policy available here: www.brand.live/legal.

Definitions

"Availability" means that Client is able to access Brandlive and is measured using the formula in section 1.1 below.

"Downtime" means service interruptions that occur outside normal maintenance windows, including Planned Maintenance and Outages.

"Outages" means unplanned service interruptions that temporarily prevent access to major functions of the production platform.

"Planned Maintenance" means (i) maintenance that occurs during normal maintenance windows (as specified in section 2.4 below) and (ii) maintenance that occurs outside normal maintenance windows for which Brandlive has provided notice in accordance with section 2.5 below.