

## BRANDLIVE SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**SLA**”) is intended to provide Client with a clear explanation of the service levels and support services average expectations for Client’s requests for support and resolution of service issues. This SLA is an exhibit to the Service Agreement entered into between Client and Brandlive (the “**Services Agreement**”). Client acknowledges that Brandlive may offer new services or features not contemplated by this SLA, or Brandlive may modify its support operations, therefore Brandlive may alter or modify the terms of this SLA upon prior written notice or by posting a new version of this SLA at [www.brandlive.com/legal](http://www.brandlive.com/legal).

1. **Definitions.** For purposes of this Service Level Agreement, the following terms are defined as:

“**Attendee**” means the individuals invited by Client to attend an Event on the Event Platform.

“**Available**” means the actual time, measured in minutes, that the Event Platform is accessible to Attendees during an Event Period.

“**Event**” means the virtual event hosted by Client on the Event platform and made available to Attendees.

“**Event Platform**” means the Attendee-facing software as a service platform used to deliver the All Hands, Show Rooms, or Events, as made available by Brandlive

“**Event Period**” means the period of time that the Event is scheduled to be live and available for access by Attendees in real time (excluding periods that the Event is scheduled to be available on-demand).

“**Downtime**” means the actual time, measured in minutes, that Attendees are unable to access an Event Platform during the Event Period, excluding Excused Unavailability.

“**Excused Unavailability**” means any Downtime that results from: (a) issues or failures with Client’s or any Attendee’s hardware, software, networks, communications systems, internet providers or web browsers, (b) issues or failures of third-party sites, applications, software, hardware, or other components not controlled or provided by Brandlive, (c) the intentional, negligent, or malicious actions of third parties, (d) the Client’s or any Attendee’s intentional or negligent acts or omissions, or (e) force majeure events.

“**Planned Maintenance**” means (a) maintenance that occurs during normal maintenance windows (as specified below), and (b) maintenance that occurs outside normal maintenance windows for which Brandlive has provided prior notice.

2. **Single Event Uptime Commitment.** If Client purchases a single Event, Brandlive will use commercially reasonable efforts to ensure that Client’s Event is Available 99% of the time during the Event Period, excluding Downtime caused by Excused Unavailability.
3. **Annual License Uptime Commitment.** If Client purchases an annual license for Events, Brandlive will use commercially reasonable efforts to ensure that the Event Platform is Available 99.5% per calendar month, excluding Downtime caused by Excused Unavailability and Planned Maintenance.
4. **Support.** Client may access Brandlive’s online support resources and FAQ’s at <https://help.brand.live>. During a live Event, Client must report issues regarding availability or performance of the Event by submitting a support case to Client’s designated customer service representative for the applicable

Event. All other requests may be reported to Brandlive support 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. 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:

- a. **Event Period Support.** If Client purchases live event support, during the Event Period, Brandlive will provide access to a customer success representative who is available via chat or phone during the Event Period. The customer success representative will be available to respond to in Event issues during the Event, in real time.
  - b. **Non-Event Support.** Outside of the Event Period, Brandlive will use reasonable efforts to respond to support tickets within 2 business days.
5. **Maintenance.** Brandlive will use commercially reasonable efforts to refrain from performing maintenance during the Event Period. 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

Brandlive agrees to provide Client with prior notice if Brandlive must perform necessary maintenance or if Brandlive must suspend access to the Event Platform outside normal maintenance hours to perform necessary maintenance during an Event Period. Brandlive reserves the right to temporarily change the service hours of operation or to limit access to and use of the services in order to perform necessary repairs, make modifications, and provide enhancements.