

**SERVICE LEVEL AGREEMENT (“SLA”)**

Pinsight® will support and maintain sufficient system resources, security protocols and infrastructure for use of the Application by Client in accordance with the Agreement and under the terms of this SLA.

**1. Overview.**

**1.1 Availability.** Pinsight®’s objective is to make the Subscription Services available at least 99% of the time 24 hours a day, seven days per week, 365 days per year.

**1.2 Scheduled Maintenance.** Pinsight® will notify Client of scheduled outages lasting at least 15 minutes or longer, at least 24 hours in advance. Scheduled outages are excluded from the Availability service levels set forth in this document, but not to exceed four (4) hours monthly. Also, outages by third-party vendors are excluded.

**1.3 Maintenance Hours.** All routine maintenance will be performed, as necessary, by Pinsight® between the hours of 12:00pm-6:00pm CET.

**2. Service Uptime.**

**2.1 “Percentage Uptime”** is a measurement of the percentage of time the Subscription Services are available during Available Minutes in each calendar month. The Service Uptime objective is 99.0%.

**2.2 Calculation of Percentage Uptime.** Percentage Uptime is measured as set forth in the shaded box below, where:

(a) **“Available Minutes”** means 24 hours per day for each day of a month measured in minutes.

(b) **“Service Level Exception Minutes”** means the number of minutes the Subscription Services are not available during a given calendar month’s Available Minutes due to a Service Level Exception, where “Service Level Exception” means the Subscription Services are not available as a result of (i) Scheduled Maintenance as defined above (ii) an act or omission of Client or its agents or (iii) a Force Majeure Event (and, for the avoidance of doubt, Pinsight® will not be liable for any Service Level Exception), (iv) Emergency Outage as defined in section 4.

(c) **“Service Level Failure Minutes”** means the Subscription Services are not available during Available Minutes, and such unavailability is not due to a Service Level Exception.

**$$\{(Available\ Minutes - Service\ Level\ Failure\ Minutes) \div [Available\ Minutes]\} \times 100 = \_\% \text{ Uptime}$$**

### **3. Emergency Outages.**

An Emergency Outage is any outage required to correct an imminent or developing security threat or problem due to no fault of Pinsight® or other third-party vendors that, if allowed to progress, would materially impair the ability of Authorized Users to use the Subscription Services. These are deliberate outages created by Pinsight® or other Version 1.0 adopted 7-24-2019 third-party vendors to both (a) avoid severe consequences of inaction in the face of exceptional circumstances and (b) address conditions requiring immediate attention that cannot be safely deferred to a later time. If Pinsight® or other third-party vendors deem that an Emergency Outage is required, Pinsight® or other third-party vendors shall make best efforts to inform Client in advance of any Emergency Outage activity. In the event of any Emergency Outage Pinsight® will produce and deliver to Client an incident report within five (5) business days of the onset of the Emergency Outage, detailing Pinsight®'s findings.

### **4. Large Maintenance.**

Pinsight® reserves the right to have one large maintenance per calendar year. A large maintenance will encompass more than the normal scheduled maintenance but will not exceed 48 hours. A large maintenance will be scheduled and announced to the client no less than 2 weeks in advance and will occur over a weekend.