



SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is incorporated into, forms a part of, and is in all respects subject to the terms of, the Master Services Agreement between Customer and Bluecore, Inc. (the "**Agreement**"). All capitalized terms that are not defined in this SLA will have the meanings assigned to those terms in the Agreement.

1. Definitions.

“**Bluecore**” means Bluecore, Inc.

“**Customer**” means the entity entering into a SOW with Bluecore, pursuant to the Agreement, for the purposes of purchasing the Services.

“**Force Majeure Event**” means an event where the performance by any Party of its obligations under this Agreement is prevented by any condition beyond the reasonable control of such Party.

“**Party**” means each of Bluecore and Customer.

“**Parties**” means, collectively, Bluecore and Customer.

“**Platform**” means Bluecore’s proprietary marketing software platform.

2. Uptime Commitment.

Bluecore will make the Platform available to Customer at least ninety-nine-and-one-half percent (99.5%) of the time, as measured monthly and calculated by subtracting from 100% the total percentage of one (1) minute periods during such month for which there is no external connectivity and/or the Platform does not service obligatory data requests as required for material functionality in accordance with the Agreement, excluding the Exclusions (defined below) (the “**Uptime Commitment**”).

3. Exclusions.

The Uptime Commitment shall not apply in the following circumstances: (i) unavailability caused by equipment malfunctions by any equipment not in the custody or control of Bluecore or its third party hosting provider; (ii) unavailability caused by any action or inaction of Customer; (iii) Scheduled Maintenance (defined below); or (iv) a Force Majeure Event (collectively, the “**Exclusions**”).

4. Scheduled Maintenance.

Bluecore will notify Customer (a) at least twenty-four (24) hours prior to any scheduled downtime (“**Scheduled Maintenance**”) and will use commercially reasonable efforts to minimize the effect of such Scheduled Maintenance on the Platform and (b) as soon as practicable following any known and verified unscheduled downtime. In no event shall Scheduled Maintenance exceed four (4) hours per calendar month.

5. Remedies.

In the event Bluecore fails to meet the Uptime Commitment in any two (2) consecutive calendar months or any (3) months in a calendar year, upon notice to Bluecore by Customer, Customer may terminate the Agreement immediately and receive a pro-rated refund of any prepaid Platform-specific Fees based on the termination date. Notwithstanding anything to the contrary in the Agreement, the provisions of this Section 5 of the SLA state Customer’s sole and exclusive remedy in the event of a service level deficiency of any kind, as described herein.

6. Response Time Matrix.

Bluecore will assign a severity level for each technical problem based on Customer’s description of the problems. Customer must be available to troubleshoot the technical problem with Bluecore until resolution and must provide all reasonable requested diagnostic information.



Severity	Definition
1	A critical problem requiring immediate resolution. Problem may cause loss of data and/or restrict data availability.
2	A serious problem that affects major functionality. No workaround is available and operation continues in a restricted fashion.
3	A problem that does not have a major effect on business operations or for which an acceptable workaround exists.
4	A minor condition or request that has no significant effect on Customer operations.

Response Times	
Severity 1 and 2 cases	Two (2) hour response
Severity 3 and 4 cases	Next Business Day (Eastern Time) response