

SERVICE LEVEL AGREEMENT

The Service Levels applicable to the Product are set forth below. This Service Level Agreement applies only to the Product, and does not apply to any third-party products or services.

I. Definitions

“Available” means a Product can be used for the functionality contemplated by the Agreement. The Product shall be deemed Available during any Permitted Downtime.

“Downtime” means the duration of an Incident which results in the Product being unavailable. The total Downtime for all Incidents affecting the Product shall be used to determine any Service Credits for the Product. Downtime shall be calculated as the number of minutes (beginning from the time Customer first files a support ticket with Comcast and ending when the incident is verified as mitigated) that the Product is unavailable to Customer during a given calendar month based on the availability levels thresholds in Section III, but shall not include any unavailability resulting from any of the Exceptions to Availability noted in Section III (Permitted Downtime).

“Eligible Incident” means an Incident that qualifies for the payment of a service credit, when such credit has been requested by Customer based on the process laid out herein.

“Incident” means any set of circumstances resulting in the Product being unavailable.

“New Installation” means a product or service that has been active for less than 5 business days.

“Service Credits” means the credits incurred as a result of Comcast not meeting the applicable Service Level Agreement, as further outlined below.

II. General Provisions

- a. In order for the Service Level Agreement to apply, Customer’s network, data sources, data lake and any other relevant resources necessary for use of the Product must be properly configured pursuant to the Documentation, and Customer Data submitted to the Product will be submitted in accordance with the Documentation, and Customer must be using the Product in accordance with the Agreement and the applicable Documentation, including any relevant Product usage Guidelines. The Service Level Agreement does not apply to any errors or diminished performance that result from Customer’s abuse or misuse of the Product or other behaviors that violate the Agreement or Documentation.
- b. The Service Credits set forth in the Service Level Agreement shall be Customer’s sole and exclusive remedy for any failure by Comcast to meet the applicable Service Level Agreement. To be eligible for a Service Credit, (i) Comcast must have received all owed Fees for Customer; and (ii) Customer must request a Service Credit via a support ticket within ten (10) days from the date of the Incident causing Downtime. Failure to comply with (i) and/or (ii) will forfeit Customer’s right to receive a Service Credit. If Customer

requests a root cause analysis within this ten (10) day timeframe, then Comcast shall, within thirty (30) days, provide Customer a Downtime root cause analysis. For each Service Credit request, Comcast shall determine if the Downtime is an Eligible Incident. Whether an Incident is an Eligible Incident shall be determined based on the definitions of Availability in Section I of this Service Level Agreement. In the case of any discrepancy between the Downtime as experienced by Customer and the Downtime as measured by Comcast, the Downtime as measured by Comcast shall be used to calculate any Service Credit set forth in this Section.

- c. The dollar value of the Service Credit to be applied to the next invoice will be calculated by converting the Service Credit (i.e., the number of days) into the appropriate dollar number. By way of example only, for a 12-month contract term with a total annual Fee of \$500,000, and a Service Credit that was determined to be “3 days,” then Comcast would provide a credit to Customer equaling \$4,109.59 (3 days / 365 days * \$500,000) on Customer’s next invoice.
- d. Any Service Credits accrued by Customer may be offset by Comcast against the Fees owed to Comcast pursuant to the Agreement, subject to the maximum Service Credit set forth in paragraph (e) of this Section II.
- e. The aggregate maximum Service Credit that Comcast will issue for failing to meet any Service Level Agreement in a single calendar month will not exceed thirty (30) calendar days.
- f. Service Credits shall not entitle the Customer to any refund or other payment from Comcast. Service Credits can only be applied against future Fees for the Product. For avoidance of doubt, Service Credits do not apply if the Product is provided free-of-charge for evaluative or proof-of-concept purposes.

III. Service Levels

Subject to the Exceptions to Availability set forth below, the Products will be Available 99.9% of the total time during every month Customer uses the Products. Such Service Levels shall be measured as of the start date set forth in an Order.

Failure to meet the Availability levels set forth in the below table shall result in a Service Credit as follows:

Availability Level	Service Credit
>= 99.9%	N/A
< 99.9% but >= 99.00%	3 days
< 99.00% but >= 98.00%	7 days
< 98.00% but >= 95.00%	15 days
< 95.00%	30 days

Exceptions to Availability

The Products may not be available for use under the following circumstances, and in such cases, such periods of unavailability shall not be counted against Comcast for purposes of calculating Availability (“**Permitted Downtime**”):

- (a) Downtime due to Comcast scheduled maintenance;
- (b) Downtime due to Customer’s breach of its obligations under the Agreement;
- (c) Downtime required by law or regulation as determined by Comcast in its reasonable discretion;
- (d) Downtime intentionally caused by Comcast in its reasonable discretion as being necessary to protect the Product and/or its customers from unauthorized access, hacking, or other cyber-attack
- (e) Downtime due to Customer's use of the Products after Comcast advised Customer to modify its use of the Products, if Customer did not modify its use as advised;
- (f) Downtime due to the failure, malfunction, or modification of equipment, applications, or systems not controlled by Comcast;
- (g) Downtime due to any third party, public network, or systems unavailability;
- (h) Downtime due to any third-party product or service not incorporated into the Product or any third-party plug- in;
- (i) Downtime due to erroneous or inaccurate Customer-provided metrics;
- (j) Downtime due to bandwidth (open internet or direct link) degradation between Customer’s data transfer point and the Product environment;
- (k) Downtime due to acts or omissions of Customer’s employees, agents, contractors, or vendors, or anyone gaining access to the Product by means of Customer’s passwords or equipment;
- (l) Downtime due to Comcast’s or Customer’s planned or unplanned network maintenance;
- (m) Any outage or event lasting under 60 seconds in duration;
- (n) Downtime due to a New Installation;
- (o) Downtime due to Force Majeure Event;
- (p) Downtime due to any failure of third-party services or dependencies;
- (q) Downtime due to misconfigured data flows external to the Product; or
- (r) Downtime due to misconfigured data lake connection.

IV. Support Services

Support Options:

Support Services are available by filing a support ticket in the Customer support portal provided to you, or calling or e-mailing Customer Support, and shall be available for all Customer support requests in accordance with the below. Standard support includes access only during business hours (9:00AM-5:00PM). Premium Support includes access on a 24/7/365 basis. Standard support is included in the Fees for the Product. Premium Support may be purchased by Customer for the additional fee set forth in an Order. Incidents will be opened upon receipt of request or identification of issue, and incidents will be routed and addressed according to the severity and support levels below:

Support Services	Standard	Premium
Business Hours Access (9:00AM-5:00PM)	✓	✓

Support Services	Standard	Premium
Year-Round Access (24/7/365)		✓
Phone and email	✓	✓
Online Training and User Guides	✓	✓
Support Experience Level	Technical Support Engineer(Pool)	Sr. Technical Support Engineer (Pool)
Technical Account Manager (TAM) Engagement		Consulting, troubleshooting, and weekly operational review
TAM Coverage		1 time zone during Business Hours
Severity Levels	Response time	
P1 Response – An issue that prevents operation of critical documented functions with high frequency or duration.	2 hrs	30 mins
P2 Response – An issue that consistently prevents operation of non-critical documented functions or occasionally impacts critical documented functions or a critical issue for which a temporary work around has been provided.	4 hrs	1 hr
P3 Response – An issue that has some impact on administration, non-critical operation or other secondary functions or a major issue for which a temporary work around has been provided.	12 hrs	4 hrs
P4 Response – The Product is unaffected; Customer requests product related technical advice or general information and feature questions related to the Product.	48 hrs	8 hrs