

**PLATINUM SERVICE LEVEL AGREEMENT (“PLATINUM SLA”)
only available for Customers who purchased Platinum SLA**

1. PLATINUM SERVICE LEVEL COMMITMENT

1.1 Seismic’s will provide 99.9% Production System Uptime with respect to Customer’s Services during each Fiscal Quarter of theTerm, excluding Scheduled Maintenance, Excusable Delay and Non-Seismic Delay as defined in 1.3 below. For the purposes of this SLA, “Fiscal Quarter” means any three (3) month period beginning with the first Fiscal Quarter on February 1 of each year. If in any Fiscal Quarter an Uptime of 99.9% is not met by Seismic and Customer was materially negatively impacted (i.e., attempted to log into or access the Services and failed due to the unscheduled downtime of the Services), Seismic shall provide, as Customer’s sole and exclusive remedy, a service credit equal to 10% of one Fiscal Quarter’s fees for use of the Services.

1.2 **APDex.** The APDex score is a method of converting many performance measurements into one uniform score of 0 to 1. The APDex formula is the number of satisfied samples plus half of the tolerating samples plus none of the frustrated samples, divided by all samples: Satisfied samples are transactions at or below targeted response times and tolerating samples are transactions above target response times but below two times the target response times.

$$APDex_t = \left(\frac{SatisfiedCount + \frac{Tolerating\ Count}{2}}{Total\ Transactions} \right)$$

1.2.1 APDex Parameters

1.2.1.1 Seismic agrees to collect APDex calculations for User Interface transactions with a target response time of five (5) seconds and provide this data to Customer.

1.2.1.2 Seismic will publish the monthly APDex score on the 5th business day of the following month. Seismic agrees to maintain and APDex score of point ninety (.90) on a rolling Fiscal Quarter basis.

1.2.2 Seismic uses industry monitoring tools to capture successful responses of key Services in the Production Environment and uses this as the basis of our response time measures. Seismic uses industry standard monitoring tools and scripts initiated from its browser and APIs to ensure successful responses. Monthly reporting is provided via a text or .xls file export from our monitoring tools.

1.3 **Scheduled Maintenance and Delays:** Scheduled Maintenance, Excusable Delay and Non-Seismic Delay time does not count as downtime. “Scheduled Maintenance” includes (i) planned downtime, which shall be any period outside of the hours of Monday through Friday from 6:00 a.m. to 9:00 p.m. in Customer’s tenant time zone, or on Saturday, Sunday, and holidays from 8:00 a.m. to 5:00 p.m. in Customer’s tenant time zone or (ii) any downtime for which Seismic gives eight (8) hours or more notice that the Services will be unavailable. “Excusable Delay” means any delay or failure in the Services which is due to causes beyond the reasonable control of either Party hereto, including, but not limited to, acts of God, acts of the public enemy, acts of any governmental authority in its sovereign capacity, fires, floods, power outages, hurricanes, earthquakes, epidemics, quarantine restrictions, strikes or other labor disputes and freight embargoes. “Non Seismic Delay” means (i) issues caused by telecommunications and internet service provider(s); (ii) delays or failures involving hardware or software not within Seismic’s possession or control; (iii) delays caused by Customer in providing

access to Seismic support in the event that Customer has opted not to allow Seismic support to have automatic access to its tenant.

- 1.4 Seismic in its sole discretion may take the Services down for unscheduled maintenance and in that event will attempt to notify Customer in advance. Such unscheduled maintenance will be counted against the uptime goal. Customer is solely responsible for providing, at its own expense, all network access to the Services, including, without limitation, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the Services.
- 1.5 Seismic shall provide a “Sandbox” environment as part of this Platinum SLA. This “Sandbox environment will be separate from the “Production” environment and will be available for use by Customer. All releases by Seismic will be deployed to the “Sandbox” environment for Customer testing. Deployments are completed iteratively into production; however, features can remain toggled off until verified. Service Levels for system availability for the “Sandbox” environment are not subject to service credits pursuant to Section 2 of this Platinum SLA.
- 1.6 Seismic shall monitor the performance of Customer’s platinum environment and adjust resources needed based on historical performance metrics and usage patterns.
- 1.7 Seismic allows 24x7x365 access to the platinum support Technical Account Advisor (TAA) team. The TAA team can be reached via email at support@seismic.com, phone at 844.955.8855, or using the chat function available in the platform. This specialized team is staffed globally by subject matter experts on the Seismic platform. The TAA team supplements the Seismic global support organization and is only accessible to platinum support customers. These advisors act in a proactive role, providing additional monitoring of the production and sandbox tenants of platinum support customers, performance improvement recommendations, just in time advice on best practices and oversight to all releases that affect the platinum support tenants. The TAA team is accessible through the Seismic product support channels as well as through chat, only offered to platinum support customers. The TAA team operate as a team of experts, with a deep understanding of the tenant configuration, usage patterns and business objectives of the platinum support customers. Representatives from the TAA team participate in Customer Quarterly Business Reviews, led by Seismic Customer Success Management and provides monthly usage reporting and insights-based on agreed upon key metrics.
- 1.8 Customer acknowledges that it may take up to four (4) weeks for Customer’s “sandbox” or “production” environment to be available to Customer. Further, Customer acknowledges that it may take up to four (4) weeks for Seismic to properly staff Customer’s TAA.
- 1.9 Customer may cancel Platinum Support at any time by providing Seismic with no less than thirty (30) days’ prior written notice. In the event that Customer exercises the foregoing termination right, (i) Customer will revert to Seismic’s standard Support Level Agreement; and (ii) Customer’s tenant will be migrated to Seismic’s standard hosting environment and such migration will be charged to Customer on a time and materials basis, at Seismic’s then-current Professional Services rates.
- 1.10 **Exclusive Remedy:** Customers may receive service credits only for up to two Fiscal Quarters of Fees in any given calendar year. If Seismic fails to meet its Uptime in three consecutive Fiscal Quarters, Customer may terminate the Agreement and will be entitled to a pro-rated refund of the unused Fees. Customer shall not exercise the rights without a reasonable basis or belief that the applicable uptime goal was not satisfied. THIS SLA SETS FORTH CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, AND SEISMIC’S ENTIRE LIABILITY, FOR ANY FAILURE TO MEET THE UPTIME.

2. CREDIT REQUEST

In order to receive a credit under this SLA, Customer must request such credit by emailing Seismic at support@seismic.com by the end of the applicable Fiscal Quarter. If Customer submits a credit request and does not receive a prompt automated response indicating that the request was received, Customer must resubmit the request because the submission was not properly received and will not result in a credit. Customers who are past due or in default with respect to any payment or any material contractual obligations to Seismic are not eligible for any credit under this SLA. Seismic shall calculate any servicelevel downtime using Seismic's system logs and other records. Service credits will be applied on Customer's next Seismic invoice following Seismic's receipt of Customer's request for credit and Seismic's verification that the uptime goal was not met.

3. DEFINITIONS

- 3.1 "Production System or Environment" refers to the primary environment containing live content, real user data and business functionality for Customer.
- 3.2 "User Interface" means access points by which a user logs into the Services to initiate workflows.
- 3.3 "Sandbox environment" means secondary environment isolated from the Production System or Environment used for development, validation and testing.
- 3.4 "Uptime" means Customer is able to access the Services in a reliable manner and is not materially negatively impacted (i.e. attempted to log into or access the Services and failed due to the unscheduled downtime of the Services).