



Service Level Agreement

We may modify this Service Level Agreement at any time by posting a revised version on Showpad's Site. By using the Showpad SaaS Solution, You agree to the latest version of this Service Level Agreement.

I. Hosting Services Obligations

A. Security

Showpad shall establish and maintain safeguards and controls against the destruction, loss, or alteration of End User Data and Personal Data; establish and maintain safeguards against unauthorized access to the hosting infrastructure, End User Data and Personal Data; and establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to Showpad Software.

B. Intrusion Detection

Showpad will maintain an intrusion detection system ("IDS") designed to detect malicious behaviors that can compromise the security of the hosting infrastructure and Showpad Service. This includes network attacks against vulnerable services, data driven attacks on Showpad Services, host based attacks such as privilege escalation, unauthorized logins and access to sensitive files, and viruses.

C. Back-ups

Showpad will back up all of the End User Data and Personal Data on a daily basis onto electronic storage medium, and shall store all such backups in an environment that is separate from the location of the hosting infrastructure. End User Data and Personal Data that has been backed up will be encrypted in transit and stored securely. Backups will be performed as follows: (a) daily backups will be completed and retained for 7 days, (b) weekly backups will be completed and retained for 5 weeks and (c) monthly backups will be completed and retained for 3 months.

D. Disaster Recovery

Showpad will maintain a disaster recovery plan that documents the procedures to follow in the event of a disaster that is expected to result in an extended interruption in the Hosting Services. Showpad will maintain a disaster recovery site that is capable of serving the Showpad Service as an alternate hosting infrastructure production site until the primary site is fully recovered, which such recovery must occur within forty eight (48) hours. The disaster recovery site will be located in a location that is sufficiently distant from the primary site so as to minimize the risk that a disaster would affect both sites. The hosting infrastructure database will be backed up to a secure off-site storage location nightly. Backup data of the hosting infrastructure database will be physically available to both the production and disaster recovery sites and shall ensure that no greater than twenty-four (24) hours of data is lost in connection with any incident. In the event of any catastrophic event that prevents Showpad's performance of the Hosting Services, Showpad will execute the disaster recovery plan without any additional charge to Customer.

II. Service and Support

Escalation procedures are built into Showpad's 24x7x365 monitoring system, and any system issues have automated escalation.

Critical Severity issues as described in IV are immediately escalated to senior management.

In the case of a system down condition attributable to Showpad, Showpad may utilize other means of communication for both reporting of errors and conditions.

Customer acknowledges and agrees that:

- i) access to the Customer Data and/or User Accounts may be required in order for Showpad to be able reproduce the defect in question and/or to respond to a defect support request of the Customer; and
- ii) absence of such access as stated here above and/or any other reasonable assistance, may lead to the fact that the defect cannot be solved, in which case Showpad shall have no liability to the Customer.



III. Performance Guarantees

A. General

This section describes the service levels offered by Showpad to Customer.

B. Availability Guarantee

The Showpad software will be available at least 99.9% of the time, as measured on a calendar month basis by Showpad, subject to the exclusions set forth below and also excluding planned downtime and any time necessary to implement Upgrades (“Uptime Guarantee”). Upgrade implementation downtime will be not greater than two (2) hours bi-weekly and will happen at a regularly scheduled time during the period: Saturdays or Sundays only, between 6AM and 12PM CET. Actual scheduled downtime for Upgrade implementation will normally not exceed thirty (30) minutes. A mechanism will be put in place by which Customer is notified of scheduled down time expected to be over one (1) hour, at least two (2) weeks before it occurs.

In exceptional cases where it would be impossible to schedule the upgrades or maintenance during the above mentioned period, Showpad will inform the Customer of this exceptional intervention at least two (2) weeks in advance.

C. Measuring Availability

For purposes of this Exhibit, (a) a “week” means the period of time beginning at 12:00 a.m. Monday and ending at 11:59 p.m. on the following Sunday, CET Time and (b) a “month” means the period of time beginning at 12:00 a.m. on the first day of each calendar month and ending at 11:59 p.m. on the last day of the calendar month, CET Time.

IV. Issue Response Time

An incident ticket is assigned a priority number based on the nature of the issue. Showpad's policy is to respond to all Customer cases as follows:

Severity Level	Definition	Response
P1 - Critical	A Critical Severity issue has significant to critical business impact on a production system, resulting in the Showpad Service being down, functioning at a significantly reduced capacity, or preventing any End User to login.	Showpad agrees that it will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Severity fault within 2 hours after notification by Customer on a 24x7 basis. Showpad will use commercially reasonable efforts to resolve Critical Severity faults as soon as possible.
P2 - High	A High Severity issue has some business impact on a production system, resulting in one or more significant features of the Showpad Service being unavailable.	Showpad agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a High Severity fault within 8 business hours of notification by Customer. Showpad will use best efforts to resolve High Severity faults within 5 days.
P3 - Low	A Low Severity issue has no impact on the quality, performance, or significant functionality of the Showpad Service (for example general usage question, feature request, or password error).	Showpad agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Low Severity fault within 2 business days of notification by Customer. Showpad will use best efforts to resolve Low Severity faults within 30 days.



V. Exclusions

Notwithstanding the foregoing, Showpad shall have no obligation to resolve any inaccessibility or deviation caused by (a) modification of the Licensed Product by anyone other than Showpad, (b) use of the Licensed Product for any purpose other than intended, (c) misuse or incorrect use of the Licensed Product, (d) malfunction of any Device or Customer hardware, (e) inaccessibility or malfunctioning of any telecommunications services, or (f) any other cause not under the responsibility of Showpad.

