

SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

Service Level Agreement

This Service Level Agreement (“**Service Level Agreement**”) is made pursuant to the Software Subscription and Services Agreement (“**Agreement**”) between Digital MGA Marketplace Ltd. (“**Digital MGA**”) and the business entity identified as “**Subscriber**” on the Cover Page to the Agreement.

1. Defined Terms

In addition to the capitalized terms defined elsewhere in the Agreement, the following terms have the following meanings:

- (a) “**Available**” means the ability of the Subscriber’s IP traffic to transfer to and from the internet across Digital MGA’s internal network infrastructure.
- (b) “**Excluded Downtime**” means the total number of minutes in the month that the System is completely not Available as a result of (i) DNS issues beyond Digital MGA’s direct control, (ii) failure or unavailability of hardware that the Subscriber provides or controls, (iii) failure or unavailability of software applications or code that the Subscriber provides to Digital MGA, or the interactions between or among those items, (iv) any negligence or willful misconduct by the Subscriber or any or use of the System in breach of the Agreement, (v) false Service Level Commitment breaches reported due to outage or errors of any Digital MGA measurement system, and (vi) content proxying or buffering that occurs due to, or associated with, conditions beyond Digital MGA’s network or Digital MGA’s immediate control.
- (c) “**Force Majeure Downtime**” means the total number of minutes during a month that the System is not Available due to a Force Majeure Event.
- (d) “**Permitted Downtime**” means Excluded Downtime, Force Majeure Downtime and Scheduled Downtime.
- (e) “**Scheduled Downtime**” means the total number of minutes during a month that the System is not Available due to scheduled and emergency maintenance work.
- (f) “**Support Hours**” means the hours of 8:00 a.m. and 6:00 p.m. (Pacific Time), Monday through Friday, excluding statutory holidays observed in the Province of British Columbia and other days on which Digital MGA is closed pursuant to company policy (e.g., Boxing Day).

2. Service Level Commitment and Remedies

- (a) Subject to the provisions of the Agreement, Digital MGA will use all reasonable efforts to ensure that the System is Available not less than 97.0% during Support Hours in each month during the Term, excluding Permitted Downtime (the “**Availability Commitment**”). For the purposes of measuring any Permitted Downtime, a fraction of a minute that is less than a half minute will be rounded down and a fraction of a minute that is half a minute or greater will be rounded up.
- (b) Notwithstanding any other provision of the Agreement, no Service Level Credits will accumulate or become due for credit to the Subscriber for the first 4 months following the go-live date for the System under the Subscription (the “**Go-Live Date**”). Subject to the provisions of the Agreement, commencing in the 5th month following the Go-Live Date, if in any month the System is not Available for the Availability Commitment, then Digital MGA will provide the Subscriber with a credit (a “**Service Level Credit**”) in an amount calculated as follows:

Uptime during Month	Percentage of Monthly Fee
less than 97% but greater than or equal to 96%	5%
less than 96% but greater than or equal to 95%	10%
less than 95%	20%

- (c) If the Subscriber reasonably and in good faith believes that the System failed to achieve the Availability Guarantee in respect of a month, then by no later than 3 days after the end of that month the Subscriber may request that Digital MGA provide the Subscriber with a written report providing the data required for the Subscriber to verify the number of minutes the System was Available during that month and to calculate the Subscriber’s entitlement (if any) to a Service Level Credit.
- (d) Digital MGA will apply all applicable Service Level Credits to the next invoice payable by the Subscriber under the Agreement. Notwithstanding any other provision of the Agreement, any Service Level Credit issued to the Subscriber is the Subscriber’s sole and exclusive remedy, and Digital MGA’s entire responsibility and liability, if the System does not achieve the Availability Commitment. Service Level Credits are not convertible to a cash refund or transferable to any other person, and may not be applied to fees for any other Digital MGA products or services. The Subscriber will not be entitled to a Service Level Credit if the Subscriber is in breach of its obligations under the Agreement.

3. Support Services

During the Term, Digital MGA will provide the Subscriber with the following support services:

- (a) Incident Reporting: Telephone and email support to Digital MGA's support desk, available during Support Hours by calling 778-554-9640 or sending an email to adminaccount@digitalmga.com.
- (b) Incident Response Times: Digital MGA will respond to each reported incident and provide the following corrective services in accordance with the following priority:

Severity Level	Description	Response Time	Activity
1	One or more mission critical features of the System are unavailable or unusable, and the situation is considered an emergency, or the System as a whole is inoperable. A workaround is not immediately available.	1 Support Hour	Digital MGA will use all reasonable efforts both during and outside of Support Hours to resolve the reported incident as expediently as possible.
2	Specific non-critical functionality of the System is unavailable or unusable, or the operation of the System is severely restricted. A workaround is not immediately available.	4 Support Hours	Digital MGA will use all reasonable efforts during Support Hours to resolve the reported incident as expediently as possible.
3	Non-critical functionality of the System is unavailable or unusable causing minor inconvenience.	8 Support Hours	

- (c) Digital MGA's determination of the Severity Level of a reported incident will be final and binding on the parties.
- (d) Digital MGA will fulfil its obligation to resolve Severity Level 1 incidents and Severity Level 2 incidents if its corrective actions result in the reclassification of that issue to a lower Severity Level. For support services for Severity Level 1 incidents required outside of Support Hours, it may be lower risk to temporarily deploy a workaround with a more significant fix being deployed and tested by a full team during Support Hours.
- (e) Digital MGA's obligations under this Section to not apply to the extent that Digital MGA determines that a reported incident was caused by any matter constituting Permitted Downtime.
- (f) Notwithstanding any other provision of the Agreement, the provisions of this Section are the Subscriber's sole and exclusive remedy, and Digital MGA's entire responsibility and liability, for any incident reported to Digital MGA under this Section.