

Webdam Standard Availability SLA – Silver Support Plan

This Service Level Agreement (“SLA”) is subject to and made a part of the attached Agreement (the “Agreement”).

1. **Availability.** Webdam shall the Services available 99.9% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99.9\%$$

Where:

- **total** means the total number of minutes in the calendar quarter;
- **nonexcluded** means downtime that is reported and not excluded; and
- **excluded** means:
 - Any planned downtime (not to exceed 36 hours in any calendar quarter) of which Webdam gives 24 or more hours’ notice in accordance with the Agreement or via a conspicuous on-screen message in the Services. Webdam will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.
 - Any unavailability caused by circumstances beyond Webdam’s reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Webdam’s employees), or third party internet service provider failures or delays (other than those Internet Service Providers under contract with Webdam).

For any partial calendar quarter during which Customer subscribes to the Services, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

Webdam Response Time Guarantee – Silver Support Plan

1. Below is a table summarizing target service levels by Webdam Customer Support for initial response times.

Priority Level	Definition	Response Time
Priority 1	Webdam’s production system is down and impacts all users. There are no known workarounds. An immediate resolution is required.	2 Business Hours

Priority 2	A major feature is not working correctly and is impairing multiple users' ability to use the system. There are no reasonable workarounds. A timely resolution is required.	8 Business Hours
Priority 3	Minor issue affecting the work of users. A reasonable work around is available. Immediate resolution is not required. Major features are operational.	2 Business Days

	Silver Support Plan
Business Hours	6 AM – 6 PM PST

- Initial response is defined to be the first contact by a Customer Support Representative after the customer has logged the issue and a support ticket has been generated in Webdam's tracking system. A status update will be communicated to the customer if the issue cannot be resolved immediately. A final follow-up with the Customer occurs on the resolution date.

