

Service Level Agreements

These SLAs cover all 4Thought Marketing standard productized Cloud Software products including 4Segments, 4Bridge, 4COMPLY, 4PREFERENCES, and our 4Clean, 4CDO and other Cloud App and Cloud Connector products

1. Availability Objective: 4Thought Marketing will provide 99.99% Availability (as defined below) for Software within 4Thought Marketing's Immediate Control. For purposes hereof, "Availability" or "Available" means the Software is available for access and use through an Internet connection.

1.1 "Immediate Control" includes all components below:

(a) 4Thought Marketing's network services within its or its vendors data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in 4Thought Marketing's data center (i.e., public Internet connectivity);

(b) Hardware provided and managed by 4Thought Marketing or its vendors.

Specifically excluded from the definition of "Immediate Control" are the following:

(a) Downtime caused by lack of access to related or dependent systems from other vendors such as Oracle Eloqua, Salesforce.com, NetSuite, and other companies that the Software may rely on for its processing needs.

(b) Equipment, data, materials, software, hardware, services, software applications (such as Eloqua) and/or facilities provided by or on behalf of Customer and Customer's network services which allow the Customer to access the Software. These components are controlled by the Customer or the Customer's Vendors and their performance or failure to perform can impair or disrupt Customer's connections to the Internet, the transmission of data, and overall functioning of the Software.

(c) Equipment, data, materials, software, hardware, services and/or facilities provided by third party vendors or service providers of Customer.

(d) Acts or omissions of Customers, its employees, contractors, agents or representatives, third party vendors or service providers of Customer or anyone gaining access to 4Thought Marketing's network at the request of Customer.

(e) Issues arising from bugs or other problems in the software, firmware or hardware of third parties.

(f) Delays or failures due to circumstances beyond 4Thought Marketing's reasonable control that could not be avoided by its exercise of due care including a Force Majeure Event.

(g) Any outage, network unavailability or downtime outside the 4Thought Marketing data center.

1.2 Maintenance Window Scheduled Downtime: 4Thought Marketing has an optional weekly 1 hour “Maintenance Window” during which maintenance, upgrades and repair can occur. In addition to the standard scheduled Maintenance Window, 4Thought Marketing may require additional scheduled downtime from time to time. These scheduled windows may take several hours to complete. 4Thought Marketing will notify Customer at least 48 hours in advance of any scheduled maintenance where possible. All planned downtime, including the standard Maintenance Window and the scheduled down time, are excluded from the SLA availability calculation.

1.3 Availability Calculation: Availability is based on a weekly 7 day x 24 hour calculation excluding scheduled downtime. The calculation will be as follows: $((a - b) / a) \times 100$, where “a” is the total number of hours in a given calendar month, and “b” is the total number of hours that service is not Available in a given month. Specifically excluded from “b” in the calculation of the Availability measurement are (1) all planned down time including the standard Maintenance Window and the other scheduled down time; (2) a service interruption caused by a security threat until such time as the security threat has been eliminated; (3) reasons of a Force Majeure Event (as defined in the Agreement) or events which are outside 4Thought Marketing’s Immediate Control as defined above; (4) use of unapproved or modified hardware by or on behalf of Customer software; and/or (5) issues arising from misuse of the Services by Customer or its agents, customers or third party contractors.

1.4 Remedies: The remedies stated in this section are the Customer’s sole and exclusive remedies and 4Thought Marketing’s sole and exclusive obligations for service interruption. In the event that 4Thought Marketing is unable to provide the Availability objective noted below in any given calendar month, Customer will receive a credit on their next monthly invoice equal to 5% of the monthly fee for each 60 minutes of downtime in excess of the SLAs, up to 100% of Customer’s monthly fee.

Customer’s right to receive credit(s) will be Customer’s exclusive remedy for 4Thought Marketing’s failure to satisfy the SLA. Remedies will not accrue (i.e., no credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is not current in its payment obligations either when the outage occurs or when the credit would otherwise be issued. To receive service credits, Customers must contact customer support with the request within 15 days after the end of the month in which the Software was unavailable, or Customer’s right to receive service credits with respect to such unavailability will be waived.

Where a Force Majeure Event prevents full Availability for more than twenty (20) consecutive days in any six (6) month period, Customer’s sole remedy is to terminate the Agreement on thirty (30) day’s written notice to 4Thought Marketing. In such case, neither party will be liable for penalties or damages arising out of a failure to perform due to the Force Majeure Event.

2. Customer Software Support: All Maintenance and Support Services will be provided via via email support@4ThoughtMarketing.com, during the hours of 6 a.m. – 6 p.m. (PST), Monday-Friday (excluding holidays) (“Standard Maintenance and Support Times”). 4Thought Marketing has structured a response

plan to address the most critical issues first. Cases will be opened upon receipt of request or identification of issue, and incidents will be routed and addressed according to the following:

Severity Level	Error State Description	Target Response Time	Target Resolution Time
1 - Critical Priority	Previously installed and configured Software becomes inoperative, or fails catastrophically	1 hour	4 Hours
2 - High Priority	Affects the operation Software and materially degrades Customer's use thereof	2 hours	12 hours
3 - Medium Priority	Affects the operation of Software but does not materially degrade Customer's use thereof	24 hours	—
4 - Low Priority	Causes only a minor impact on the operation of Software	48 hours	—

2.1 Errors.

(a) Error Definition . Subject to the terms of the Agreement, 4Thought Marketing will use commercially reasonable efforts to remedy any failure of the Software which causes the Software to be inoperable or to materially fail to conform to the functional specifications for the Software described in the applicable Documentation published by 4Thought Marketing (each, an "Error") reported to 4Thought Marketing by Customer in accordance with this SLA, provided that 4Thought Marketing is able to reproduce and demonstrate the Error in the environment for which the Software was designed to operate.

Any failure of the Software resulting from Customer's negligence or use of the Software not in accordance with the applicable user documentation provided by 4Thought Marketing, breach by Customer of the Agreement or in combination with any third party software other than the software recommended by 4Thought Marketing will not be considered an Error for which 4Thought Marketing will be responsible for any corrective efforts.

(b) Error Reporting . Customer will report any Errors using the integrated support tracking system or by sending an email to support@4ThoughtMarketing.com. 4Thought Marketing will have no obligation to respond to or remedy any Error not reported to 4Thought Marketing in accordance with the terms herein.

(c) Error Response . Upon receipt of notification of an Error by Customer in accordance with this SLA, 4Thought Marketing will confirm the classification of the Error or, when necessary, re-classify the Error appropriately. 4Thought Marketing will exercise reasonable efforts to resolve the Error in accordance with the applicable Target Resolution Time set forth in the chart above. The Target Resolution Times

will begin to run during Standard Maintenance and Support Times (as defined above) once an Error is reported to 4Thought Marketing in accordance with Section 2.2.

2.2 Updates and Upgrades: Subject to the terms of the Agreement, including, without limitation, the payment of all Fees due thereunder, 4Thought Marketing may from time to time make available certain minor releases of the Software, including, for example, bug fixes, error corrections and minor enhancements of and to the Software (collectively, “Updates”). 4Thought Marketing may also from time to time release new versions of the Software having significant enhancements in features, performance or functionality (collectively, “Upgrades”) or entirely new software products (“New Products”). 4Thought Marketing will determine, in its sole discretion, whether any subsequent version of the Software is an Upgrade, Update or New Product. 4Thought Marketing will make available to Customer all Updates and Upgrades (but not New Products) that 4Thought Marketing makes generally available to other customers.

New Products will be made available to Customer only under a separate license agreement for which a separate fee may be required. 4Thought Marketing is under no obligation to release any Updates, Upgrades or New Products, or to modify the Software to operate on any updated versions of operating systems or platforms. However, along with the standard release-cycle of 4Thought Marketing’s standard software, regular updates for operating system and platform support will be provided to keep up with state and advancement of technology.

2.3 Modification: 4Thought Marketing reserves the right to modify these SLAs at any time, provided that SLA modifications are made consistently and equally for all Customers and that Customers are notified 48 hours in advance.

2.4 Limitations: 4Thought Marketing is not required to provide any Maintenance and Support Services relating to problems arising out of: use of the Software in a manner not specified in the Documentation and Terms of Service.

3. Customer’s Responsibilities: Customer is exclusively responsible for the supervision, management, backup, security, and control of all aspects of Customer’s information technology systems and storage of Customer Content beyond standard storage periods. Customer will provide 4Thought Marketing with full, good faith cooperation and such information as may be required by 4Thought Marketing in order to perform the support services.