

Article I. N1 SLA:

Section 1.01 Business hours:

Standard business hours are 8:30 AM ET to 8:00 PM ET Monday to Friday excluding published holidays.

Section 1.02 Severity levels:

Severity	Severity Level Definition	Initial Response	Resolution Time
Severity 1 (Critical)	The Software in the production environment is not available; Key features or functionality of the Software in production are not available or inaccessible to all users and there are no acceptable workarounds. Any problem or condition that results in material error of essential and/or non-essential processes that may expose LightBox or its Clients to significant financial or legal risk.	Within 1 hour of receipt during business hours. Within 1 hours during non-business hours.	Issue resolved as soon as possible, or with reasonable workaround, but in no event more than 24 hours of time of discovery or time reported.
Severity 2 (Major)	The Software in the production environment in part or in whole is seriously affected and operationally limited and no acceptable workaround or alternative solution is readily available. The majority of end users are affected.	Within 1 hours of receipt during business hours. Within 4 hours during non-business hours.	Issue resolved or reasonable workaround within 72 hours of the time of discovery or time reported.
Severity 3 (Minor)	The Software in the production environment is restricted but operational, and no acceptable workaround or alternative solution is readily available. Some of the end users are affected	Within 24 hours of receipt during business hours Monday to Thursday. Within 96 hours of receipt Friday through start of business Monday.	Issue resolved within 20 business days or acceptable workaround.
Severity 4 (Info)	The Software in the production environment is operational and there is an alternate solution available; minor issue that do not adversely restrict any production process or function; questions or requests regarding functionality of the Software	Within 5 business days of receipt.	Licensor will provide target for resolution

Section 1.03 Uptime:

(a) Uptime baseline:

99.7%. Uptime is calculated as

(b) Uptime calculation:

$$\frac{[(\text{Scheduled Uptime} - \text{Scheduled Downtime} - \text{Unscheduled Downtime}) / (\text{Scheduled Uptime} - \text{Scheduled Downtime})] \times 100}{}$$

Section 1.04 Recovery Time Objective (RTO) & Recovery Point Objective (RPO) Baseline:

(a) Definitions:

- (i) *“Recovery Time Objective” or “RTO” means the maximum time that the Product or Service can be out of service following a disaster. The Product or Service must be recovered and not considered to be in a Severity 1 or Severity 2 state within the RTO timeframe.*
- (ii) *“Recovery Point Objective” or “RPO” is the point in time to which data must be recovered after a system outage. The RPO time specified is the maximum time that data is lost following a disaster. I.E. if the Product or Service has an RPO of 4 hours then all data must be recoverable at least up to 4 hours prior to the event.*

(b) RTO:

24 hours

(c) RPO:

1 hour

Section 1.05 Disaster Recovery:

(a) Not Available for N1

Section 1.06 Scheduled Maintenance

(a) With Downtime:

(i) *Notice:*

5 days

(ii) *Window:*

Monday – Thursday 9:00 PM ET to 5:00 AM ET

Friday 9:00 PM ET through Sunday 5:00 PM ET

(b) Without Downtime:

(i) *Notice:*

72 hours

(ii) *Window:*

Anytime

Section 1.07 Emergency Maintenance

(a) Minimum Notice:

15 mins

(b) Window:

As needed to correct critical issue.