

Service Level Agreement



Effective Date: December 24, 2016

1. Definitions

The following terms shall have the following respective meanings:

- 1.1. "Event" is an online gathering that includes registration before the event begins and activities between the event's start and end time.
- 1.2. "Live Event" is the duration of time between the event's scheduled start time and its end time.
- 1.3. "Application" is the application suite provided by Brazen to Customers to create, manage and execute Events.
- 1.4. "Critical Application Functionality" covers these Application functions: Login, Create Event Registration, Participate in Chat, Rate a Chat, View Event Lobby and View Booths.
- 1.5. "Supporting Application Functionality" covers these Application functions: View Chat History, Edit Event Registration, Edit Event Design, Edit Event Content, Edit Booth Settings, Edit Booth Content, Edit Booth Representatives, Edit Opportunities, Preview Event Landing Screen, Preview Booth Screen, Download Event Registration CSV Report, View Event Statistics Report, View Line Activity Report.
- 1.6. "Event Services" includes both "Critical Application Functionality" and "Supporting Application Functionality".

"Customer" means the individual or organization with whom Brazen has a signed contract to provide Event Services.

- 1.7. “Scheduled Maintenance Window” is the time during which the Event Services are not required to be available in accordance with the following schedule, which schedule Brazen may change from time to time upon reasonable notice to Customer:

Period	Duration of Scheduled Downtime	Time Period
weekly	6 hours	Saturdays 6:00 PM to 11:59 PM US Eastern Time

Brazen is relieved of its duty to provide the Services only if it has elected to schedule maintenance during the Scheduled Maintenance Window.

- 1.8. “Unscheduled Maintenance” means maintenance performed, (i) when, in Brazen’s commercially reasonable discretion, it is necessary to avoid loss of Services or (ii) during any downtime mutually agreed to with Customer to correct a situation that endangers Customer’s ability to utilize the Services.
- 1.9. “Total Event Failure” means that greater than 50% of the total event attendees cannot access the Application during the Live Event, or Critical Application Functionality does not work for fifty percent (50%) of the Live Event duration.
- 1.10. “High Impact Event Failure” means that greater than 25% of the total event attendees cannot access the Application during the Live Event, or Critical Application Functionality does not work for twenty-five percent (25%) of the Live Event duration.
- 1.11. “Partial Event Failure” means that greater than 15% of the total event attendees cannot access the Application during the Live Event, or Critical Application Functionality does not work for ten percent (15%) of the Live Event duration.
- 1.12. “Standard Business Hours” means the time between 8 AM and 6 PM Eastern Time on business days.
- 1.13. “Acknowledgement” is the act by Brazen support personnel to indicate to the Customer that Brazen has received the request. Acknowledgements are typically communicated via email or phone call.
- 1.14. “Start” is when Brazen support personnel start working a support request.

- 1.15. "Resolution" means that an issue has been conclusively settled or solved.
- 1.16. "Determination" means that that a decision has been made regarding the prioritization of a feature request.
- 1.17. "Remedy Plan" means the plan produced by Brazen to remedy issues that impact "Service Availability" as defined in Brazen's service commitment.
- 1.18. "Event Value" is the pro-rated value of a single Event based on the Customer's total contract value.
- 1.19. "Contract Value" means the total value of the signed Customer contract.

2. Service Availability

- 2.1. Customer acknowledges that it will not be able to access Event Services during the Scheduled Maintenance Window on those occasions when maintenance is actually scheduled, or during Unscheduled Maintenance.
- 2.2. Brazen shall endeavor to provide advance notice to Customer of Unscheduled Maintenance that affects Customer. Brazen shall indicate to Customer the reasons for and duration of any Unscheduled Maintenance.

3. Support

- 3.1. On call support for Live Events will only be available during Standard Business Hours.
- 3.2. Brazen will classify Customer service requests for all Application access issues using the following classes:
 - 3.2.1. Critical
Event Services are unavailable.

Business Hours Resolution Goals	After Hours Resolution Goals
<ul style="list-style-type: none"> ● 15 minute acknowledgement ● 15 minute start ● 1 day resolution 	<ul style="list-style-type: none"> ● 60 minute acknowledgement ● 60 minute start ● 1 day resolution

- 3.2.2. Major
Event Services are available, but are either diminished or subject to constant interruption.

Business Hours Resolution Goals	After Hours Resolution Goals
<ul style="list-style-type: none"> ● 15 minute acknowledgement ● 15 minute start ● 1-2 day resolution 	<ul style="list-style-type: none"> ● 60 minute acknowledgement ● 60 minute start ● 1-2 day resolution

- 3.2.3. Minor
Event Services are available, but with less than perfect quality.

Business Hours Resolution Goals	After Hours Resolution Goals
<ul style="list-style-type: none"> ● 15 minute acknowledgement ● 30 minute start ● 1-4 day resolution depending on impact 	Support is not available after hours

- 3.2.4. Question
A Customer inquiry about Event Services (e.g. how do I reset my password).

Business Hours Resolution Goals	After Hours Resolution Goals
<ul style="list-style-type: none"> ● 1 hour acknowledgement ● 1 hour start ● 1 day resolution 	Support is not available after hours

- 3.2.5. Feature
A Customer request for new or enhanced Application functionality.

Business Hours Resolution Goals	After Hours Resolution Goals
<ul style="list-style-type: none"> ● 1 hour acknowledgement ● 1 day start ● 1 week determination 	Support is not available during after hours

4. Service Commitment

Brazen warrants that it will make reasonable efforts within industry standards to provide Service Availability of at least 99%. "Service Availability" is the sum of hours that the Application is available divided by total hours in the measurement period, excluding any scheduled maintenance. Service Availability is measured on a calendar year-to-date basis based on data gathered by Brazen's monitoring systems via a process by which verifiable attempts shall be made periodically to access a standard URL within the Application. If an access test succeeds, then the Service and Application shall be deemed as available.

In the event that a Customer independently determines that System Availability has been measured at less than the Service Commitment, the Customer may communicate this problem in writing to Brazen, stating in detail the exact nature of the problem. Brazen will provide to the Customer a Remedy Plan, within 15 (fifteen) business days from its receipt of such notice. The Customer will have the right to review and discuss the Remedy Plan with Brazen for a reasonable period of time. Upon mutual agreement to the Remedy Plan, Brazen will then execute that Remedy Plan.

If Brazen should fail to provide a Remedy Plan within that time period, the Customer may provide written notice to Brazen stating that the Customer believes Brazen has materially breached (the "Breach") its T&C Agreement with the Customer. Customer may then terminate the T&C Agreement only if Brazen fails to remedy the Breach within 30 (thirty) business days from the date that Brazen confirms receipt of such written notice from the Customer of the Breach.

5. Remedies

5.1. Credits

If a Total Event Failure occurs, and Customer notifies Brazen within three (3) business days of the failure, the Customer will qualify for a credit equal to the Event Value.

If a High Impact Event Failure occurs, and Customer notifies Brazen within three (3) business days of the failure, the Customer will qualify for a credit equal to 50% of the Event Value.

If a Partial Event Failure occurs, and Customer notifies Brazen within three (3) business days of the failure, the Customer will qualify for a credit equal to 15% of the Event Value.

5.2. Exceptions

Customer shall not earn any credit if the failure qualifying the Customer for a credit occurs:

- A. during any Scheduled Maintenance Window;
- B. during any Unscheduled Maintenance;
- C. whenever Brazen has the right to suspend Customer's access to Event Services pursuant to the T&C Agreement;
- D. as the result of any occurrence, cause or event outside Brazen's reasonable control, which includes, but is not limited to,
 - a. any Force Majeure event under the T&C Agreement;
 - b. any failure of Customer's equipment or service;
 - c. any third party equipment or service not within the sole control of Brazen;
 - d. the result of the network equipment or network conditions between Brazen and the Customer's personal computers.

5.3. Sole and Exclusive Remedy

Except as specifically expressed in the T&C Agreement, Section 5 of this agreement states Customer's sole and exclusive remedy for any failure or interruption of Services and for any failure by Brazen to meet any Service Commitment level or issue resolution goal, as well as for any breach or other violation by Brazen or any Supplier of any warranty or obligation under this SLA.