**IntraEdge Service Level Agreement**

1. **Service Level**
   1. **Logging Faults.** IntraEdge or Customer may log faults into an IntraEdge problem reporting system via telephone, E-mail or online submission with detailed information designed to enable IntraEdge to reproduce and investigate the fault. IntraEdge shall remedy all faults as soon as practicable and the Parties will then repeat the acceptance tests and determine whether the faults have been corrected. Customer’s failure to report a fault during the acceptance tests shall not relieve IntraEdge of its obligations to remedy a fault discovered after the applicable acceptance test.
   2. **Issue Response Availability**. As the IntraEdge’s deliverables are not considered critical to business functionality, the availability of IntraEdge to provide support in this agreement will be based on a standard work schedule of 9am to 5pm PST, Monday through Friday with the exception of major U.S. Holidays (“Issue Response Availability Time-Window”).
   3. **Classification.** Faults shall be classified when reporting or logging into a Problem Reporting System according to severity, reasonably using the classifications below.
      1. “**Critical Fault**” means a major fault which makes all or a substantial part of a Deliverable unusable or prevents the use of an important function;
      2. “**Major Fault**” means a fault which interferes with the operation of Product without completely preventing the use of an important function.
      3. “**Minor Fault**” means a fault which causes inconvenience and could result in on-air errors.
   4. **Response Times**
      1. **Critical Fault**. IntraEdge shall respond to submitted Critical Faults within thirty (30) minutes of receipt of the notification relating to the Critical Fault, within the Issue Response Availability Time Window. For all Critical Faults, IntraEdge shall allocate appropriate resources to correct such Fault; such resources will continue until the Fault is resolved or an appropriate workaround is implemented. For all Critical Faults, IntraEdge shall allocate appropriate resources until the Fault is resolved.
      2. **Major Fault**. Work to investigate and fix Major Faults will commence no later than twenty-four (24) hours from receipt of the notification relating to the Fault, and the Fault will be remedied through either the next release or a hot fix patch if software-related or resolved via configuration as appropriate. IntraEdge shall allocate appropriate resources and target such bug fix releases to be provided to Customer within one month of report of the Major Fault.
      3. **Minor Fault**. Minor Faults will be remedied as soon as practicable subject to coordination and agreement between both parties.
   5. **Uptime Commitment.** The Service will be operational and available for use in accordance with the Agreement on a 24 x 7 basis with an uptime of 99.50% of each calendar month (“Uptime Commitment”).
   6. **Maintenance**. The calculation of uptime will not include Scheduled Maintenance. “Scheduled Maintenance” means IntraEdge’s scheduled routine maintenance for which IntraEdge notifies Customer at least five (5) business days in advance. Scheduled Maintenance will not exceed four (4) hours each month in the aggregate and will only take place between the hours of 10:00pm and 5:00am Pacific. IntraEdge will promptly notify Customer (via email or the Service) of any non-scheduled or emergency maintenance and any other anticipated outages or performance degradation.
   7. **Measurement and Reporting**. IntraEdge will monitor the Service to calculate uptime each month. By the fifth (5th) business day of each month, IntraEdge will provide to Customer a monthly report of the previous month’s uptime and whether IntraEdge met the Uptime Commitment.
   8. **Service Credits**. If IntraEdge fails to meet the Uptime Commitment during a particular month, IntraEdge will issue to Customer a credit based on the monthly fees due for the affected Service in such month (“Service Credit”). The Service Credit will be calculated as follows:

|  |  |
| --- | --- |
| Uptime | Service Credit (% of monthly fees) |
| 99.00% — 99.49% | 10% |
| 98.00% — 98.99% | 20% |
| 96.00% — 97.99% | 30% |
| < 96.00% | 40% |

IntraEdge will apply each Service Credit to Customer’s next invoice, or if no further billing periods remain, IntraEdge will promptly refund to Customer an amount equal to all Service Credits that have been issued but not redeemed.