Cobalt Talon LLC

Support Services Description and Service Level Commitments

Provided Customer is current in the payment of applicable fees, at any given time during the Subscription Term, Provider shall provide Customer with technical support in accordance with the following policies:

	Support	
Case Limit	No Limit	
Response Time	See Response Time Matrix	
Support Hours	Business Hours, Monday-Friday 9 a.m. – 6 p.m. E.T. excluding company holidays	

1. Response Time Matrix

Provider will use commercially reasonable efforts to cure, as described below, reported and verifiable errors in the Provider Applications so that it performs in all material respects the functions described in the associated Documentation. Provider recognizes four severity levels of application errors or issues:

Severity Level	Severity Definition	Examples	Response Time
P1	Severe Business Impact	Production system down or not accessible Data loss/corruption Repeated service interruptions Severe performance degradation impacting business	1 hour
P2	Significant Loss of Functionality	 Critical functionality missing without workarounds (such as reports appearing without loaded data) but system is otherwise up Intermittent service interruptions Noticeable but tolerable performance degradation 	2 hours
P3	Minor Impact or No Operational Impact	 Some functionality not working as expected but there are workarounds available How-to or usage questions Enhancement requests General questions 	1 business day

2. Engagement Model

Customer is responsible for designating a mutually agreed-upon number of individuals within its IT organization who will act as the sole points of contact with Provider regarding support issues related to the Subscription Services and Provider Applications. Provider will not have any obligation to provide support to Users other than the designated individuals as set forth in the preceding sentence. Such individuals shall have a basic understanding of the Subscription Services and Provider Applications and be responsible for answering general questions and how-to usage questions from Users prior to escalating issues to Provider. Provider reserves the right to charge Customer at Provider's then-current hourly rate for repeated escalations of the same P3 issues if such demonstrate in Provider's reasonable determination that Customer is not complying with the obligations in the preceding sentence. Customer may change designated contacts within Customer's organization at any time by providing email or written notification to Provider of such change.

3. Service Level Commitment

Provider commits to provide 99.5% uptime with respect to the Subscription Service during each calendar quarter of Customer's Subscription Term, excluding (a) planned downtime (of which Provider will endeavor to provide at least 8 hours notice, and which Provider shall schedule to the extent practicable during the hours of 11:00 p.m. U.S. Eastern

time to 6:00 a.m. U.S. Eastern time or during the weekend), or (b) any unavailability caused by circumstances beyond Provider'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 Provider's employees), Internet service provider failures or delays. If in any calendar quarter this uptime commitment is not met by Provider and Customer is negatively impacted (i.e., attempted to log into or access the Subscription Service and failed due to the unscheduled downtime of the Service), Provider shall provide, as the sole and exclusive remedy, a service credit equal to one day's pro rata fee for the Subscription Service for each day in which the service level commitment was not met.

Credit Request

In order to receive a credit under this service level commitment, Customer must request it simply by emailing Provider at billing@cobalttalon.com, within five days of the end of the applicable month. If Customer is past due or in default with respect to any payment or any material contractual obligations to Provider, Customer shall not be eligible for any credit under this Service Level Commitment. The service credit is valid for up to six (6) months from the quarter for which the credit was issued. Provider shall be solely responsible for calculating any service level downtime using Provider's system logs and other records.

Updates/Notice

This Service Level Commitment may be amended by Provider in its discretion but only after providing thirty (30) days advance notice. Notices will be sufficient if provided to a user designated as an administrator of Customer's Provider account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Customer's account.

Exclusion of Sandbox and Beta Accounts

Pre-production and other test environments are expressly excluded from this or any other service level commitment.