

Appendix 4 – SERVICE LEVEL TERMS

Definitions

"Connection Point" means the point or points where Purple Unity connects the Services to a general electronic communications network, except where otherwise agreed.

"Customer Support" means the services by which Purple Unity may provide assistance to Customer to resolve issues with the Services.

"Downtime" ("D") means the period of downtime within the agreed hours of service minus the time of Permitted Downtime. Downtime is calculated from the moment in time the failure in availability is reported by the Customer or measured by Purple Unity (whichever is earlier) until the Service becomes available. When determining availability in accordance with the formula in Section 1.4, downtime shall not include downtime that is not the responsibility of Purple Unity in accordance with Section 1.2.

"Error" means an Incident caused by a software bug in the Services or the Software.

"Incident" means any set of circumstances, including an Error, resulting in a failure to meet a Service Level.

"Maximum Connectivity Minutes" ("MCM") is the total accumulated minutes during a Service Period for Service Domains. Maximum Connectivity Minutes is measured from the time when Customer has initiated a Service instance to the time Customer has stopped or deleted the Service instance.

"Patch(es)" means additional programming code to be installed and integrated with the Software and the Service to correct an Error or alleviate its effects.

"Permitted Downtime" ("PD") means (i) planned service and maintenance about which the Customer has been informed at least one (1) week in advance and which is limited to weekend downtime only in excess of one (1) hour per month outside of weekends, unless otherwise agreed by Customer or (ii) other downtime at the request of the Customer.

"Service Credit" is the percentage of one month's service fee for the Service that is credited to Customer for a validated Claim.

"Service Interval" means a full calendar month during which the Services are provided to a Customer.

"Service Level" means the service levels specified in Section 1.1.

"Service Level Failure" means Purple Unity's failure to meet the Service Levels.

"Service Request" means a Service Incident reported by the Customer to the Service support desk.

"Service Domain" refers to a set of Internet nodes from where the Service can be accessed by the Customer or Service software downloaded by the Customer's Users.

"Update" means a modification, correction or addition to the Service or documentation, including upgrades and enhancements that Purple Unity makes available to its licensees as a part of the standard support services.

"Workaround(s)" means a series of instructions, procedural steps or usage clarifications to avoid an Error or circumvent its effects.

Service Level Exclusions

Service Credits are never awarded for performance or availability issues related to any of the following:

1. Due to factors outside Purple Unity's reasonable control;
2. That resulted from the Customer's hardware or software;
 - That resulted from actions or inactions of the Customer or the Customer's employees, agents, or contractors, in violation of this Agreement;
1. Caused by the Customer's use of the Service after Purple Unity advised the Customer to modify its use of the Service, if the Customer did not modify its use as advised;
2. During beta and trial Services (as disclosed by Hive Streaming);
3. Solutions and products that Purple Unity provide free of charge; or
 - Applications or software that the Customer creates and produces using data and information obtained as a result from using the Service.

Service Credits

Purple Unity will at all times monitor Service Levels and detect and record any Downtime. In the case of Service Level Failures, the Customer will be granted Service Credits automatically.

The amount and method of calculation of Service Credits are described in Section 1.1. Service Credits are calculated for each Service Interval. Service Credits granted in any Service Interval shall not, under any circumstance, exceed the Service Fees due by the Customer for the specific Service Interval during which the Incident occurred. Any Service Credit granted will be credited to the Customer the month following the Service Level Failure.

Service Levels

Availability of the Service means the availability at Connection Points and measuring of Service Levels means measuring the availability of Connection Points. For every customer instance of the Services, Purple Unity will provide external monitoring of the following Connection Points:

- Purple Unity Helper Services access points
- Purple Unity Admin Portal
- Purple Unity Software repository

Agreed Availability for the Services measured per Service Interval is:

Monthly Uptime Percentage	Service Credit
<99.9%	10%
<99%	30%
<95%	100%

Availability is calculated using the following formula:

$$\text{Availability (\%)} = (\text{MCM} - \text{PD}^* - \text{D}) / (\text{MCM} - \text{PD}^*) \times 100$$

** Excluding downtime for which Purple Unity is not responsible, in accordance with Section 1.2.*

Incidents

Purple Unity shall remedy Incidents in the Services that prevent the Services from substantially conforming to their specifications. To meet the response and remedy times set out in section 1.6, the Customer approve that Purple Unity may use and deploy Silent Testing to produce on-site diagnostics, partial corrections of the Services and the Software, Patches, or a Workaround substantially providing the same functionality as would be obtained without the Error.

Notice of Incidents. The Customer shall notify Purple Unity of a Services problem by submitting a Service Request to the Service support desk via email to

support@hivestreaming.com or by calling +1-877-919-7322. Service Requests shall contain sufficient information for Purple Unity to be able to reproduce the problem or to be able to start a meaningful error analysis.

Classification of Service Requests. The Customer shall classify the priority of Service Requests with severity levels Emergency, High, Medium or Low Severity depending on the severity of the Incident, according to the definitions below. Re-classification of a severity Level may be done by mutual agreement by the parties.

The issuer of the Service Requests shall set the priority. The following four Severity Levels shall be used in order to classify the Service Requests response priority:

Emergency

The presence of an Emergency implies that the Services have been rendered non-functional.

High

The presence of a High Severity Incident implies the Services cannot be substantially used, or has a major negative impact on the total system operation, system functionality, or system reliability with regard to Customer.

Medium

The presence of a Medium Severity Incident seriously affects the functionality of the Services, but can be circumvented so that the Services can be used, or implies that a program or function in the Services cannot be used although other programs or functions remain unaffected, or implies that the Services as a whole function but certain function(s) are somewhat disabled, give incorrect results or do not conform to documentation or any agreed standards.

Low

A Low Severity Incident has no significant effect on the functionality of the Services.

Correction of Incidents. For Incidents classified as **Emergency**, Purple Unity shall confirm receipt of the Emergency without undue delay. Purple Unity shall handle an Emergency in accordance with the action for High Severity Incident but with shorter Response Times and Remedy Times as depicted in Section 1.6. After a Temporary Remedy has been completed for the Incident, the Service Requests may then be re-prioritized by the parties to High, Medium or Low Severity.

For Incidents classified as High Priority, Purple Unity shall first create a Temporary Remedy in order to solve the critical situation, and thereafter a Final Remedy. Purple Unity shall use its constant and reasonable efforts to complete the temporary remedy and the Final Remedy as soon as possible but never later than within the time period set out in Section 1.6. Purple Unity shall constantly keep Customer informed of the progress of the correction work as well as, at Customer's request, provide Customer with written progress reports.

For Incidents classified as Medium Priority, Purple Unity shall first create a Temporary Remedy and thereafter a Final Remedy. The Temporary Remedy and the Final Remedy shall both be completed no later than within the time periods set out in Section 1.6. Purple Unity shall report progress as reasonably requested by Customer.

For Incidents classified as Low Priority, Purple Unity shall examine and create a Remedy as soon as reasonably possible with regard to Purple Unity's then current workload and planning but not later than within the time period set out in Section 1.6.

Response and Remedy Times

Service Requests	Confirm receipt of Service Requests	Temporary Remedy	Final Remedy
Type/Activity			
Correction of Emergency Error	10 Minutes	2 Hours	N/A
Correction of High Severity Error	10 Minutes	24 Hours	5 Business Days
Correction of Medium Severity Error	2 Business Days	10 Business Days	20 Business Days
Correction of Low Severity Error	10 Business Days	N/A	Next Update

Table: Response and remedy times