



CONTENT SQUARE SERVICE LEVEL AGREEMENT

1. Service Levels

For the purposes of this clause, a "**Month**" shall be defined as any period of one (1) month, starting on a certain date and ending at 12:00 midnight on the same day of the month one (1) month later.

a) Level of tracking service

The target level of tracking service is 99.00% for each Month.

The service level is defined as being the capacity of the software to tally the browsing data for the pages tagged by Customer according to the recommendations made by Content Square.

b) Level of tag transmission service

The target level of tag transmission service is 99.90% for each Month.

The service level is defined as the capacity of the software to provide the JavaScript tags required for the solution to function.

d) Level of user interface

The target level of user interface is 99.00% for each Month.

The user interface shall be defined as access by Users authorised by Customer to the CS Solution via the web and the login details provided by Content Square. It shall be accessible 24 hours a day and 7 days a week.

e) Client support agreements

Definitions

The term "**Fault**" refers to any non-conformity of the CS Solution that is reproducible and documented by Customer, which leads to a flawed result or to inadequate processing when the CS Solution is used in accordance with its purpose.

The term "**Minor Fault**" refers to any Fault that is reproducible and documented by Customer, constituting a disturbance for the User, for which there is an alternative or a possible repair, but which does not prevent the User from working.

The term "**Major Fault**" refers to any Fault that is reproducible and documented by Customer, which seriously compromises the use of any part of the CS Solution.

The term "**Critical Fault**" refers to any fault that renders the CS Solution completely unusable.

Fault reporting:

Content Square will provide technical support services to up to ten (10) individuals designated by Customer. Such technical support is available from 9:00 am through 6:00 pm Monday through Friday local time, excluding national holidays.

All Faults shall be reported via the Content Square help desk, which is accessible via the CS Solution (« **Fault Report** »).

After receipt of a Fault Report, Content Square will (a) define the level of priority of the Fault, and (b) undertake reasonable efforts to acknowledge receipt and resolve (or suggest a workaround) of such Fault within the timeframe identified below.



Guaranteed intervention time and recovery time:

The priority of each Fault Report will be addressed as follows:

In the event of a Minor Fault, Content Square undertakes :

- to intervene within a period of 24 hours of the receipt by Customer of a Fault Report,
- to resolve the Fault or suggest a workaround within a period of 10 days of the receipt by Customer of a Fault Report.

In the event of a Major Fault, Content Square undertakes :

- to intervene within a period of 4 hours of the receipt by Customer of a Major Fault Report,
- to resolve the Fault or suggest a workaround within a period of 4 days of the receipt by Customer of a Major Fault Report.

In the event of a Critical Fault, Content Square undertakes

- to intervene within a period of 2 hours of the receipt by Customer of a Critical Fault Report,
- to resolve the Fault or suggest a workaround within a period of 2 days of the receipt by Customer of a Critical Fault Report.

2. Service Credits in the event of breach of the service level agreements

If during any full calendar month of the term of the Agreement, Content Square does not meet the service levels defined above and Customer notifies Content Square in writing about such breach within 10 days of the breach, Content Square shall provide Customer with a service credit as defined below ("**Service Credit**"). The Service Credit shall be calculated against the monthly fees due to Content Square which shall be calculated by dividing the annual subscription fee (as further described in the Agreement) by twelve, and shall be deducted against future fees.

Service Credits may be applied, upon written request from Customer, under the following terms:

- (a) in the event of breach of the tracking service level agreements: 3% of the monthly licence fee per percentage shortfall of the guaranteed threshold, capped at 15% of the monthly licence fee.
- (b) in the event of breach of the tag transmission service level agreements: 3% of the monthly licence fee per percentage shortfall of the guaranteed threshold, capped at 15% of the monthly licence fee.
- (c) in the event of breach of the user interface level agreements: 2% of the monthly licence fee per percentage shortfall of the guaranteed threshold, capped at 16% of the monthly licence fee.
- (d) in the event of breach of Customer support agreements: 2% of the monthly licence fee per major or critical fault giving rise to an intervention or recovery below the guaranteed threshold, capped overall for all Faults at 16% of the monthly licence fee.

The Service Credits provided pursuant to this Section shall constitute Content Square's sole liability and Customer's sole and exclusive remedy in the event of breach of the service level agreements on the part of Content Square.