

**Service Level Agreement Between
MarketTime, LLC**

And

**Subscription Software Customers of MarketTime,
LLC**

For

MarketTime's Customer Support Plan

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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between MarketTime, LLC (“Service Provider”) and platform Customers, together referred to as “Stakeholders”, for the provisioning of IT services required to support and to sustain MarketTime software products.

The Effective Date of this Agreement is **October 1st, 2023**, and this Agreement shall remain in effect for the entire duration of Customer’s subscription software engagement with MarketTime, LLC.

This Agreement remains valid until superseded by an Amendment to this Agreement which has been executed by the Stakeholders.

This Agreement outlines the parameters of all covered services which are understood and agreed upon by the Stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Purpose of Agreement

This Agreement sets forth the terms and conditions for the application support services which Service Provider shall provide to Customer.

The purpose of the Agreement is to ensure that the proper elements and mutual commitments are in place for the Service Provider to provide specific support services, at specifically-designated levels of support, and at an agreed-upon cost and delivery time to the Customer. The Agreement provides:

- Clarity of service parameters, roles, responsibilities, and limitations.
- A clear, concise and measurable description of the specific service level provided to the Customer.
- Alignment of Customer’s perceptions of the expected service provision and Service Provider’s actual service support and delivery provisions.

3. Stakeholders

The following Service Provider and Customer are the sole basis for this Agreement and represent the Stakeholders associated with this SLA:

Customer Service Provider(s): MarketTime, LLC (“Service Provider”)

Customer(s): All customers of the MarketTime and Brandwise family of products

4. Changes to Service Level Agreement

4.1 Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid through the Term of this Agreement. This Agreement shall be reviewed at a minimum once per calendar year; however, should such a review not occur during any period specified, the current Agreement will remain in effect for the duration of the Term or until cancelled in writing.

The Service Provider is responsible for facilitating regular reviews of this document and the Customer is expected to cooperate and participate in regular reviews should Customer specifically request in writing. Contents of this document may be amended as required, provided mutual written agreement is obtained from the primary stakeholders and communicated to all affected parties. The Service Provider will incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

4.2 Amendment to Agreement

Changes to the Terms and Conditions of this Agreement shall require the mutual approval of Service Provider and Customer. Conditions which may prompt considering a change to this Agreement include changing business or service needs, significant variations from agreed-upon service standards, unanticipated events outside the control of the Service Provider or Customer, new services provided or modification of service levels, or the need to adjust roles and responsibilities.

Notwithstanding the above, the Service Provider may make minor, administrative changes to this Agreement—such as corrections of typographical errors, updates to contact information, or clarification of non-substantive language—without prior approval of the Customer, provided that such changes do not materially alter the rights, obligations, or service levels outlined in this Agreement. In such cases, the Service Provider will notify the Customer by posting the updated version on its public knowledge base and sending a notification via email or other agreed communication channels. Customers will be considered informed of such changes upon the posting of the updated Agreement in the knowledge base. All material changes that affect service levels, pricing, or responsibilities will continue to require mutual agreement as specified in this section.

4.3 Renewal of Agreement

This Agreement may be renegotiated by Service Provider and Customer at the end of the Term of this contract at the discretion of either or both Stakeholders.

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider for the duration of this Agreement.

5.1 Service Scope and Levels of Service

There is presently a single level of service available from Service Provider. Customer is entitled to this level of service for the purchased software licenses.

Customer's level of service and related Service Scope as described below is provided by Service Provider under this Agreement.

Level of Service	Included In Service Scope	Price of Coverage
Standard Customer Support Coverage	<ul style="list-style-type: none">✓ Receive Email Support with free remote assistance using online meeting software such as Microsoft Teams, where applicable.✓ Receive response on all submitted email support tickets within 20 business hours✓ Continued availability and updates of documentation regarding key features and functionality of MarketTime products✓ Remote device connection to end users (e.g. Teams, or other virtual meeting platform) for product tutorials, regarding our exclusions below.	Complimentary

Level of Service	Excluded from Service Scope	Price of Coverage
Standard Customer Support Coverage	<ul style="list-style-type: none">✓ System training for newly-onboarded employees✓ Remote device connection to end users for product tutorials if a remote tutorial on the issue has already been completed.✓ Remote device connection to end users for product tutorials that are sufficiently documented in the knowledge base.	Please message Customer Service team members with detailed request for ancillary pricing.

- i. Prices for levels of support are subject to change without notice
- ii. Support plans are only eligible for subscription software and payments products. No support, including e-mail or chat support, is available for discontinued or end-of-life products.

Eligible Products: All products branded as MarketTime, Brandwise

Discontinued Products (for which support is not provided): RepTime, Pharos

5.2 Email Support:

- Customer support email address: support@marketime.com.
- Email support business hours: 8am – 6pm US Central Time, Monday – Friday (“Office Hours”) except on Service Provider holidays.
- Customer support emails received from Customers during Offices Hours will be attended to by the first available Service Provider representative, assuming alignment with Severity Rating described in 6.2.
- Customer support email received from Customer outside of Office Hours will be considered received and collected on the business day in which Office Hours are next resumed. Best efforts will be made to respond to the email within the time period specified in the applicable Service Scope.

5.3 Services beyond the Service Scope

Services not covered under the Service Scope of a particular Level of Service may be provided on a fee-per-use basis. Estimated fees for individual services are listed in the following table:

Type of Service	Service Price
Data Modification	Subject to evaluation of data needs; service beginning at \$200 per hour; two hour minimum for all data requests.

Service Price must be confirmed and authorized by Customer before services are provided. Service Price can be validated via a support ticket submitted at support@marketime.com or by calling 303-788-9770. The price of any custom services not listed above will be determined and quoted by a Customer Service representative after discussion with Customer and MarketTime’s Data and Technology teams. All prices are subject to change at any time without further notice. Discounts achieved on a subscription software agreement do not apply to services charged on an hourly basis.

5.4 Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Ensure reasonable availability of Customer representative(s) to communicate with Service Provider while resolving a service related request during Office Hours.
- Provide full payment for all Service support costs within the agreed interval.

5.5 Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meet Level of Service response times associated with service related requests.
- Provide appropriate notification to Customer for all scheduled maintenance requirements.

5.6 Service Assumptions

Assumptions related to Service Scope and/or components include:

- Changes to services and service provisions will be communicated and documented to all Stakeholders within 60 days of the change being made, via email to all impacted Customers.

6. Definitions

6.1 Support Request

For the purposes of this Agreement, a Support Request is generally defined as a request for support regarding an existing feature of the software, to fix a defect in existing application code, or to request support that involves Customer-specific modifications to application code.

6.2 Severity Rating

Severity Ratings, which shall be determined after Service Provider responds to Customer and has a thorough understanding of the nature and effect of the application issue or failure, shall govern the maximum time acceptable to solve the issue or failure.

The following characteristics are used to identify the severity of a problem report, which is generated by a Service Request:

- Business and financial exposure
- Work outage
- Number of clients affected
- Availability of workarounds
- Acceptable resolution time

It is understood that there may not be an exact match of each characteristic when assigning a particular Severity Rating to a problem report. The problem presented shall be evaluated against each of the characteristics to make an overall assessment of which severity level best describes the problem. Upon consultation with the Customer, the Basic Level Service Provider shall determine the initial Severity Rating based on the problem report. An Advanced Level and/or Expert Level Service Provider may modify the Severity Rating after the report is escalated to them and is further assessed.

NOTE: The characteristics below do not determine the priority of Service Requests. Priority levels for Service Requests, which govern the maximum time acceptable for the Service Provider to respond to Customer after the initial Service Request is received, are determined by the purchased Level of Support as set forth in Section 5.1.

Characteristics	Severity Rating			
	High	Medium	Low	Negligible
Business and Financial Exposure	The application failure creates a serious business and financial exposure.	The application failure creates a moderate business and financial exposure.	The application failure creates a minimal business and financial exposure.	The application feature or failure has insignificant business and financial impact.
Work Outage	The application failure causes the Customer to be unable to work or perform some significant portion of its work.	The application failure causes the Customer to be unable to perform some portion of its work, but Customer is still able to complete most other tasks or answer questions and requests for information.	The application failure causes the Customer to be unable to perform a small portion of its work, but still able to complete most other tasks.	The application failure causes the Customer to be unable to perform some work in an optimal way.
Number of Workstations Affected	The application failure affects a <i>large</i> number of workstations.	The application failure affects a <i>small</i> number of workstations.	The application failure affects one or two workstations.	The application failure affects one or two workstations.
Workaround	There is no acceptable workaround to the problem (i.e., the work immediately required cannot be performed in any other way).	An acceptable workaround to the problem may be possible within a short period of time.	There is an acceptable and immediate workaround to the problem (i.e., the work can be performed in some other way).	There is an acceptable and immediate workaround to the problem (i.e., the work can be performed in some other way).

7. Roles and Responsibilities

7.1 The Customer

The Customer has the following general responsibilities under this Agreement:

- The Customer will conduct business in a courteous and professional manner with the Service Provider.
- Customer users, clients, and/or suppliers using the Service Provider subscription software modules will use the appropriate help desk to request support.
- The Customer will provide all information required and disclose all other pertinent information when submitting a Support Request.
- Once a Support Request has been submitted, the Customer will make a qualified representative available to work during Office Hours with the Service Provider support resource(s) assigned to complete the Support Request.

7.2 The Service Provider

The Service Provider has the following general responsibilities under this Agreement:

- The Service Provider will conduct business in a courteous and professional manner with the Customer.
- The Service Provider will log all information obtained from the Customer that is required to establish a Service Request, including contact information, problem description, and documentation of the Customer's hardware/network environment (as applicable).
- The Service Provider will escalate a Support Request to the next level of Service Provider support upon approach of established resolution targets.
- The Service Provider will notify Customer upon completion of a Service Request and shall allow another two (2) days during which Customer may submit questions or concerns related to the Service Request before the Service Request is deemed fulfilled and closed.

8. Exclusions

This Agreement and any applicable Service Levels do not apply to any MarketTime, LLC software performance or service issues:

- Due to factors outside Service Provider's reasonable control;
- Due to features/functionality that are introduced in an incomplete/beta stage;
- That resulted from use of Customer's or third party hardware or software;
- That resulted from actions or inactions of Customer or third parties;
- Caused by Customer's use of the software after Service Provider advised Customer to modify its use of the MarketTime software, if Customer did not modify its use as advised;
- Attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to MarketTime software by means of Customer's passwords or equipment.

9. Indemnity

Customer shall indemnify, defend and hold the Service Provider, its affiliates and each of their respective members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns (Customer, its affiliates and such respective parties and entities are collectively referred to as "Customer Indemnified Parties") harmless from and against any and all damages, liabilities, obligations, judgments, costs and expenses (including reasonable attorneys' fees and court costs), fines, penalties and settlement payments arising out of any claims, suits, causes of action or demands resulting from or relating to: (i) personal injury, including death, and tangible property damage caused by the negligent acts of Customer or its employees, agents and/or subcontractors; (ii) Customer's breach of any representation, warranty or covenant set forth in this Agreement; (iii) any unauthorized use of the Software by Authorized Users; (iv) Customer's collection, use and/or misuse of PII (Personally Identifying Information) and/or other types of Record data; (v) Customer's non-compliance with any State or Federal law or statute including, but not limited to Protection of Record data and/or Log data; and (vi) Customer's negligence in performing data backup(s), training end users, and other reasonable security practices and procedures for its computer(s) and network system(s).