

# HowGood Service Level Agreement

This Service Level Agreement (“SLA”) is incorporated by reference into the Agreement and governs the provision of the Service by HowGood to Customer pursuant to the Agreement. All capitalized terms not defined herein shall have the meanings given to them in the Agreement. “Service Levels” means Availability or Problem Resolution as specified below.

## 1. Service Availability.

1.1 Standards. “Availability” means System Availability or Website Availability as specified below. The Software Services shall perform in accordance with the following standards:

System Availability Measure	Standards
Service monthly uptime	99.99%*

\*The calculation of Availability will not include unavailability to the extent due to: (a) Customer’s use of the Service in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of HowGood’s reasonable control, (c) Customer’s equipment, software, network connections or other infrastructure, (d) third party systems, acts or omissions or (e) reasonable emergency maintenance or scheduled downtime (of which HowGood will give at least one (1) week notice and which HowGood will use commercially reasonable efforts to schedule during the weekend hours from 6:00 p.m. ET Friday to 3:00 a.m. ET Monday), not to exceed twenty-four (24) hours a month.

Website Availability Measure	Standards
Minimum webpage connect time from within the USA	2.0 seconds 90% of the time
	4.0 seconds 100% of the time

## 2. Technical Support & Problem Resolution.

2.1 Technical Support. HowGood will provide email assistance at [support@howgood.com](mailto:support@howgood.com) for general advice and technical support, as well as technical assistance and remediation for operational issues as further described below.

2.2 Problem Resolution. HowGood will correct all problems that are reported by Customer or of which HowGood otherwise becomes aware in accordance with the following table. The priority level of the problems reported by Customer shall be determined by HowGood.

Priority	Description	Response and Fix Time
1	The Service is not working, a significant function of the Service is not properly working or a	HowGood will respond to and HowGood’s senior engineers will commence efforts to fix Priority 1 problems no later than one (1) hour after Customer’s report of such problem or

	significant number of Users are unable to access or use some functionality.	HowGood/s detection of such problem, whichever is earlier. HowGood will use best and reasonable efforts during normal business hours to provide an acceptable work-around for the Priority 1 problem and will provide a permanent fix for the Priority 1 problem no later than thirty (30) days after Customer's report of such problem or HowGood's detection of such problem, whichever is earlier.
2	Functionality of the Service is impaired or some Users are unable to access or use some functionality.	HowGood will respond to and HowGood's senior engineers will commence efforts to fix Priority 2 problems no later than four (4) hours after Customer's report of such problem or HowGood's detection of such problem, whichever is earlier. HowGood will use reasonable efforts to fix Priority 2 problems during normal business hours, and if an acceptable work-around is provided, will provide a permanent fix of the Priority 2 problem no later than thirty (30) days after Customer's report of such problem or HowGood's detection of such problem, whichever is earlier.
3	Low impact to Users of the Service.	HowGood will respond to Priority 3 problems within twenty-four (24) hours after Customer's report of such problem or HowGood's detection of such problem, whichever is earlier, during HowGood's regular business hours. HowGood will fix Priority 3 problems no later than thirty (30) days after Customer's report of such problem or HowGood's detection of such problem, whichever is earlier.

3. Contingencies. HowGood will, in accordance with industry best practice, maintain detailed and comprehensive contingency plans against events which could affect the ability of HowGood to provide Technical Support in accordance with this Exhibit, including, without limitation, loss of production, loss of systems, loss of equipment, industrial relations problems with HowGood's or HowGood's subcontractors' personnel, failures in the supply chain, failure of carriers, and the failure of HowGood's equipment, computer systems or business systems.