

6TH STREET, INC.

SALES WARPTM

SERVICE LEVEL AGREEMENT FOR SALESWARP ENTERPRISE CLIENTS

This SLA is attached to and made a part of that certain SalesWarp End User License Agreement (EULA) effective as of January 1st, 2012 by and between Customer (End User) and Company (the “**EULA**”) and states the terms and conditions of the service level by which the Company will deliver the SalesWarp Services to Customer. Any term not specifically defined herein shall have the definition set forth in the EULA unless otherwise specified. In the event of any inconsistency between the EULA and this SLA, the Agreement shall control.

SECTION 1: PLATFORM SERVICE LEVEL PROVISIONS

A. NOTIFICATION AND PROBLEM REPORTING

(1) The Company shall make good faith commercially reasonable efforts to notify Customer by electronic notification of any planned outages of the System for maintenance purposes at least 48 hours prior to the planned outage.

(2) The designated Customer representative(s) will submit support tickets to SalesWarp support via our online ticket system (currently located at <https://saleswarp.zendesk.com>) for all issues related to the System and Services. The Company will determine the nature of the problem, set the relative priority and open a trouble ticket to initiate the problem resolution process in accordance with Section (3) below. Standard Support is available via our online ticket system, during business hours from 9am-5pm EST, Monday thru Friday each week excluding US holidays.

(3) **ESCALATION PROCEDURES:** In the event the availability or the functionality of the System is affected due to a software problem or outage, or in the event that the Company managed service initiatives experience issues, the following escalation procedures apply: Severity of problems will be classified according to the following descriptions and administered by the SalesWarp Support Group as part of their problem management processes.

a. **HIGH (Priority Level 1) RESPONSE WINDOW** – One business day: Problems that cause critical impact to the business function(s) of Customer. Justifies immediate management attention and dedicated resources applying continuous efforts to resolve as soon as possible.

b. **MEDIUM (Priority Level 2) RESPONSE WINDOW** - Three business days : Problems causing degradation of service resulting in impact to the business function(s) of Customer. Justifies priority attention and application of resources to resolve in a timely manner.

c. **LOW (Priority Level. 3) RESPONSE WINDOW** – One business week: Problems causing low impact to the business function(s) of Customer. Requires timely resolution to minimize future impacts. Resources should be allocated in accordance with normal managerial planning prioritization.

d. Notification Levels are defined below:

- i. LEVEL 1: The SalesWarp Services Group.
- ii. LEVEL 2: The SalesWarp Services Group. The Company's Engineering liaison will then contact the Account Representative and communicate the problem resolution status, if any, and an anticipated date of resolution.
- iii. LEVEL 3: The Company's Engineering Division.

(4) **AVAILABILITY AND UPTIME (FOR HOSTED SERVERS WITH SALESWARP ONLY):** When the Client is hosting the SalesWarp software on servers hosted by the Company, the Company shall make all material elements of the System necessary to provide the Services as contemplated by the Agreement available 99% of the time for use by Customer during the Term of the Agreement -- which is defined as less than fifteen (8) hours unscheduled downtime (as defined below) during each calendar month, not to include service reductions such as latency or other exceptions as defined herein.

The Company reserves the right to schedule emergency maintenance windows with 48 hours-notice to Customer and regular maintenance windows every day between 12 am and 8 am EST. Extended maintenance windows may occasionally be required. The Company will make best efforts to schedule maintenance windows during non-business hours. Customer agrees to provide primary and back up contacts for receipt of notices regarding maintenance events.

(5) Specifically excluded from the definition of "Availability" are:

- a. Scheduled maintenance windows as defined in Section (4) above.
- b. Reasons of Force Majeure, as defined in the Agreement.

- c. Issues associated with Customer's personal computers, local area networks or the Internet.
- d. Customer's Internet Service Provider (ISP) connections.
- e. Issues arising from misuse of the System or Services by Customer.
- f. Any period of unavailability lasting 45 minutes or less per day.
- g. Outages caused by third-party provided data and their supporting systems.

(6) System Monitoring. In order to determine system availability, The Company's Network Operations staff monitors the availability of the System and shall provide monthly documentation detailing outages and service availability to Customer, within five (5) business days upon request.

- (8) In the event that the unavailability of material elements of the System necessary to provide the Services as contemplated by the Agreement in any month exceeds fifteen (15) hours during a calendar month, the Company will refund to Customer ten percent (10%) of the fees received by the Company for that month.

B. CHANGES TO SERVICE LEVELS

Service Levels shall be reviewed periodically and each party shall cooperate in good faith to adapt the System provided as quantities increase or change in any way. Service Levels shall not be modified, nor shall any breach hereunder be waived, unless such modification and/or waiver are in writing. No course of dealings between the parties shall be construed as a waiver of any subsequent breach or a modification hereof.

ND: 4825-7207-1433, v. 2