

Birst Hosting SLA

Exhibit A
Service Level Terms
Hosting Services

Date Stamp: September 2016

BIRST SERVICE LEVEL AGREEMENT

Birst's sole obligation with respect to errors in the Hosting Service or related documentation will be to use commercially reasonable efforts to correct, at its expense, any reproducible and fully documented error about which it receives written notice. Birst service level obligations contained herein are contingent upon proper use of the Hosting Services and shall not apply if the Hosting Services are (i) modified by any party other than Birst, or (ii) used on or with a version or platform configuration which does not comply with Birst's then current published documentation.

SERVICE LEVELS

Birst endeavors to have its Hosting Services available for its clients over 99.9% of the time. Birst conducts tests of its own hosting services platform from third-party monitors outside its platform to verify that Birst functionality is working correctly. Monitoring is conducted approximately every five minutes. System availability is measured each calendar quarter by calculating:

$$\frac{\text{(Total number of successful monitor responses outside of planned maintenance periods)}}{\text{(Total number of queries outside planned maintenance periods)}}$$

Birst shall provide Customer with quarterly reports on service availability upon request.

MAINTENANCE

The Hosting Services shall be subject to periodic routine maintenance during the time windows described in this document. Birst reserves one regular scheduled maintenance period each quarter for software maintenance and two additional regular scheduled maintenance periods each year for hardware maintenance. At Birst's discretion the maintenance periods may or may not be used in any given quarter and may or may not be used in their entirety. Customer shall be informed five (5) working days in advance of any scheduled maintenance activity. The times for these scheduled maintenance windows differ by hosting site as follows:

- 1) North American sites: 6PM to midnight Pacific Time on Fridays
- 2) European and Asian sites: 10AM to 4PM Pacific Time on Fridays

Birst reserves the right to perform maintenance outside of these scheduled windows if circumstances require but such maintenance shall be deemed Emergency Maintenance and shall not be excluded from the system availability calculations.

CREDITS

Provided Customer is not in material breach of this Agreement, in the event that there is an outage of the Birst Hosting Services, Birst will credit Customer's account for a portion of the Hosting Services for the calendar quarter in which the outage occurred as calculated below and as measured 24-hours per day in the calendar quarter:

Subscription Service Availability	Credit
98.0% to 99.5% availability per quarter	10%
90.0% to 97.9% availability per quarter	20%
89.9% or below availability per quarter	50%

In order for Customer to receive a credit, Customer must request such credit within ten (10) business days of the end of the calendar quarter in which the outage occurred. Customer must request the credit by filing a Support ticket in the Birst Customer Support Portal, which must contain Customer's account names, the dates and times of the unavailability of the Hosting Services, and such other client identification as requested by Birst. Credits will usually be applied within sixty (60) days of the credit request. Credit to Customer's account shall be Customer's sole and exclusive remedy in the event that there is no Birst Hosting Services available for a period of time.

RESTRICTIONS

Credits shall not be provided to Customer in the event that Customer has no access to Birst Hosting Services resulting from (i) scheduled maintenance as scheduled and performed from time to time within the scheduled maintenance windows, (ii) the performance or failure of Customer equipment, facilities, or custom applications (including data loading), or (iii) circumstances beyond the reasonable control of Birst, including, but not limited to, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, or interruption or delay in telecommunications or third party services (including DNS propagation).