

NARRATIVE1 SERVICE LEVEL AGREEMENT

This Service Level Agreement sets forth the standard for service by Narrative1 in providing the Licensee access to the Website Service.

I. Availability

- A. Narrative1 strives to make the Website Service available to Licensee, 24 hours per day, 7 days per week, excluding periods of scheduled maintenance and scheduled downtime. The Website Service availability target is 99.5%, excluding periods of scheduled maintenance and scheduled downtime.
- B. Scheduled maintenance, should it be required, shall be performed on a periodic basis during the night (after 6 PM Pacific Time (“PT”)) and on weekends and holidays. Narrative1 shall exert reasonable efforts to ensure that any period of scheduled downtime does not exceed 2 hours. Narrative1 will use reasonable efforts to provide Licensee 8 hours advance notice of scheduled maintenance and scheduled downtime, by posting scheduled maintenance periods on publicly- available sites such as www.nlweb.com or through notification panels displayed through the Website Service.
- C. Technical support shall be available to Licensee during Narrative1 normal business hours between the hours of 9AM ET and 5PM ET, Monday through Friday, excluding holidays.

II. Updates and Upgrades

- A. “Updates” are any new or revised versions of the Website Service that Narrative1 makes generally available to its customers from time to time without charge. Updates typically correct errors or effect minor enhancements or improvements, but typically do not contain significant new features or functionality. Narrative1 may implement Updates from time to time and no additional fees will be payable by Licensee for use of Updates.
- B. “Upgrades” are new or revised versions of the Website Service that include significant new features or functionality that Narrative1 does not make generally available to its customers without additional charge. Narrative1 may make Upgrades available to Licensee, on such terms and conditions, and for such additional fees, as the parties may agree upon.
- C. Licensee may request that Narrative1 develop custom modifications specifically for Customer. Narrative1 will develop any such custom modifications, through Narrative1 Professional Services rendered pursuant to a Statement of Work, and for such additional fees, as the parties may agree upon.

Notwithstanding the other provisions of this Agreement, Narrative1 reserves the right to decline to provide Technical Support, Problem Management services, other support, with regard to versions of the Website Service that were superseded by Updates more than two (2) years prior to the date of the request for such services.