

Service Level Agreement

This service-level agreement sets the expectations between Broadsign and Company and defines the level of service Company may expect from Broadsign.

1. Standard Service Level Agreement

1.1. Service Level Commitment

1.1.1. Availability

Broadsign commits to providing 99.9% uptime with respect to Broadsign Cloud availability during each month of the Term. This does not include any scheduled maintenance period(s).

Service availability is defined as the ability for a properly authenticated Company user to log into the Broadsign Cloud or into the Broadsign APIs or a properly configured and licensed player to correctly synchronize with the server within a maximum of three (3) poll periods.

“Broadsign API” means the Broadsign application programming interface and any application programming interface related documentation and/or other application programming interface materials made available to Company by Broadsign, including any application programming interface related updates.

Unplanned downtime is calculated from the time that the Company reports service unavailability to Broadsign to the time Broadsign makes the service available again.

1.1.2. Scheduled Maintenance

Maintenance is a change made by Broadsign to its products, services or any underlying infrastructure in order to correct any errors or make any modifications, upgrades or improvements therein. Such maintenance may cause product or service unavailability for a certain period of time.

Broadsign will notify the Company via email of any scheduled downtime due to maintenance at least five (5) business days prior to the scheduled maintenance, except in the event that emergency maintenance is required.

1.1.3. Emergency Maintenance

Broadsign may temporarily limit or suspend the availability of all or part of the Broadsign Cloud or Service at any time if it is necessary for reasons of public safety, security, or emergency maintenance of the Broadsign Cloud or Service. In cases that could not have reasonably been planned in advance as scheduled maintenance, Broadsign will use its best efforts to notify the Company of the emergency maintenance as soon as possible.

1.1.4. Data Backups

Company data is stored redundantly in order to provide both high availability and failover protection. In the unlikely event that Broadsign Cloud and/or Broadsign API should fail, Broadsign will make commercially reasonable efforts to restore Company data. Company data will be restored from the most recent nightly backup within a seventy-two (72) hour period.

1.1.5. Data Security and Integrity

Broadsign will maintain a commercially reasonable level of physical, administrative and technical data security consistent with industry practices. In the event of a breach of this provision, Broadsign will use commercially reasonable efforts to correct and restore Company data within a seventy-two (72) hour period.

1.1.6. Availability Exclusions

All Broadsign sandbox, beta, evaluation and testing environments are expressly excluded from this Service Level Agreement.

1.1.7. Company Responsibilities

The Company is responsible for:

- Internet access. For the avoidance of doubt, Broadsign is not responsible for the reliability or performance of any internet connections that are not owned or operated by Broadsign.
- Company's own password and account security.
- The third party applications developed and used in relation to the Broadsign API. Company warrants and represents that such third party applications will not contain malicious code or cause malicious activities against the Broadsign Cloud or service. In the event of malicious activity, Broadsign reserves the right to deny service and/or access to the Company.
- Report any interruption of the Broadsign Cloud or service availability as soon as possible using the communication channel as described in Section 1.2.3 of this Service Level Agreement.

1.2. Support Level Commitment

1.2.1. Definition

Product and service support covers only incidents relating to abnormal or undocumented operation of a product or service provided by Broadsign.

1.2.2. Availability

Standard operating hours for Broadsign service desk:

- For Americas, available on weekdays (Monday to Friday) from 8:00 to 18:00 Eastern Time, excluding Canadian holidays.
- For EMEA, available on weekdays (Monday to Friday) from 8:00 to 18:00 Central European Time, excluding German holidays.
- For APAC, available on weekdays (Monday to Friday) from 8:00 to 18:00 Australian Eastern Standard Time, excluding Australian holidays.

For all critical cases as defined in Section 1.2.4 of this Service Level Agreement, the service desk is available twenty-four (24) hours a day, seven (7) days a week.

1.2.3. Submitting a Case

The Company can submit a case by emailing Broadsign support at services@broadsign.com or using the Broadsign community portal.

When reporting a case, to ensure proper diagnostics of the issue being reported, the Company should provide as much detail as possible.

At a minimum, the Company shall provide the following details: a clear definition of the issue, what the expected behavior is, what the resources (by providing IDs) involved for the reported issue are, measures/steps taken to try to resolve the issue, when the issue first started occurring, and the severity of the issue being reported, etc. Severity levels of the issues are defined in Section 1.2.4 of this Service Level Agreement.

The Company is responsible for the first level of support in attempting to resolve any issue prior to escalating it to Broadsign. Online user documentation and knowledge base should be referred to in an attempt to resolve any issue.

1.2.4. Severity Levels / Response Times

Severity Level	Criteria	Response Time*
1 – Critical	No service available with no workaround.	Three (3) hours
2 – Urgent	Major functionality is impacted, performance is significantly degraded, impacting many users or players or the issue affects the delivery of a campaign(s) which has a major impact on business, with no reasonable workaround.	Four (4) business hours
3 – High	Issue impacting some users, some players or impacting delivery of some campaigns with a workaround available, and has a high impact on the Company's operations.	Six (6) business hours
4 – Low	Low impacting issue, or issue affecting a small number of users or players or impacting a low number of campaign delivery with a low impact on Company's operations.	Eight (8) business hours

*Response time shall mean the maximum amount of time between receipt of an incident notification by Broadsign and the time taken to provide the Company with a diagnostic report

and/or course of action associated with the incident. Notifications may be provided through electronic mail or telephone calls.

1.2.5. Conditions

- For security reasons, only the Company's registered contacts with Broadsign are authorized to report incidents.
- Incidents resulting from unauthorized manipulation or tampering with Broadsign's infrastructure are not eligible for service or support. Should the Company require product assistance or training, it may be provided by Broadsign for an additional charge and is subject to Broadsign's availability.
- In an attempt to resolve an issue reported on older versions of the licensed product, Broadsign may ask the Company to reproduce the event on the latest available version of the licensed software before proceeding with the investigation. Should the issue remain reproducible on the latest version, and no workaround is possible, Broadsign will provide the software correction (or "hotfix") only to the latest version of the licensed product.
- Product and service support is provided in both English and French.
- While investigating a reported issue, Broadsign may need to temporarily add a test player to the Company's network to help identify the issue. Broadsign shall not be responsible for additional bandwidth usage incurred as a result of the investigation. Such additional bandwidth usage may be as a result of, but is not limited to, application error report submissions or the retrieval of system logs.
- Product and service support is available only for products installed on a supported operating system ("OS") or supported browsers as defined on Broadsign's online user documentation.
- Product and service support is not offered for systems on which a virtual machine is installed.

1.2.6. Company Responsibilities

The Company is responsible for the following:

- The Company technical contact will provide to Broadsign appropriate and sufficient information to help identify and solve incidents. Such required information may include, but is not limited to: product name, version of release, environment, OS, nature of question or problem, diagnostic information, description of the situation, number of systems affected and any action taken. The Company's technical contact will also provide to Broadsign, if required, documentation such as error messages, files or screen dumps. Broadsign shall not be responsible for meeting its obligations under this Service Level Agreement in the event that the Company is unable to share all required data.
- Only the Company's registered contacts are eligible to request product support. The Company is responsible for registering appropriate contacts by providing the contact's full name, email address and phone number. The Company is also responsible for communicating account changes (i.e., adding or removing authorized contacts, or updates to contact information) by opening a case with Broadsign as described in Section 1.2.3 of this Service Level Agreement.
- All third-party applications running on systems associated with an incident must be disclosed in sufficient detail in the report sent to Broadsign support. If Broadsign determines that a third-party application is interfering with a Broadsign product or service, the incident may be rejected at Broadsign's discretion.

1.2.7. Support Exclusions

Product support does not include the following:

- Incidents resulting from issues with non-Broadsign infrastructure. This includes, but is not limited to: content related issues, hardware related issues, network related issues, and/or OS related issues.
- Product help or product usability issues defined or explained in the Broadsign documentation.

1.3. Broadsign Responsibility

Broadsign is responsible for notifying the Company at least six (6) months ahead of:

- Product minimum requirement changes.
- Broadsign client applications that are no longer supported by the Broadsign Cloud.
- Changes to service levels detailed in this Service Level Agreement.

2. Standard Service Level Agreement Charges

Any additional service or support charges shall be outlined in the agreement executed between Company and Broadsign.