

Brightidea Service Level Agreement (SLA)

This document describes the service levels that have been established for the Brightidea Services and the applicable remedy for failing to meet certain service levels. Capitalized words used but not defined herein will have the meaning set forth in the Brightidea Master Services Subscription Agreement.

1. SERVICE AVAILABILITY.

(a) Service Availability Goal. Brightidea is committed to the goal of making the Services available to Subscribers 24 hours a day 7 days a week, with the exception of Planned Downtime, Force Majeure Events and Internet service interruptions. Brightidea will use commercially reasonable efforts to provide Subscribers with average monthly availability that is equal to or greater than 99.5%. The Service will be deemed to be available when the Subscriber is able to transmit and receive information, notwithstanding that there may be a fault or omission of valid input from the Subscriber, its employees, agents or contractors. The Service will not be deemed to be unavailable if such unavailability arises from or is otherwise caused by (i) the Service being modified or altered in any way at the Subscriber's request, (ii) a failure or fault of the Subscriber controlled equipment or applications, (iii) the Subscriber failing to operate the Service in accordance with the terms and conditions of the Agreement, or in accordance with the User Guide, (iv) Subscriber induced or attributed failure or outage. Brightidea's records and data shall be the basis for all service availability calculations and determinations.

(b) Service Availability Calculation. The percentage of Service availability will be calculated as follows:

$$P = ((A - B - C) / (A - B)) * 100$$

Where:

- P = % Availability
- A = Number of hours in a month
- B = Planned Downtime, as defined below
- C = Total time of Service unavailability

The period when the Service was not available will be measured from the time such condition is reported to the Subscriber's Administrator, and shall end when Brightidea resolves the trouble ticket and informs the Subscriber's Administrator that the Service is available. (In addition, if Brightidea Inc. is aware of any unscheduled outages, they must inform the Subscriber's nominated contact/s within 1 hour by phone or email.)

2. PLANNED DOWNTIME.

(a) Planned Downtime. Planned downtime occurs when Subscriber has no access to the Services due to scheduled maintenance by Brightidea or Brightidea's data center host ("Planned

Downtime”) and is limited to 3% of total hours in a month unless agreed by Client

(b) Scheduling of Planned Downtime. Brightidea will make commercially reasonable efforts to schedule Planned Downtime at a time and manner reasonably anticipated to minimize disruptions to all of its affected customers. It is anticipated that Planned Downtime will include scheduled maintenance and application upgrades.

(c) Notice for Planned Downtime. Brightidea will use commercially reasonable efforts to provide twenty-four (24) hours prior notice for scheduled Planned Downtime not to exceed one (1) hour. For all Planned Downtime scheduled to last one (1) hour or more, Brightidea will use commercially reasonable effort to provide at least seventy-two (72) hours prior notice. Notice provided under this Section 2 will be via email.

3. CREDIT FOR BREACH OF SLA

In the event that Brightidea breaches its obligations under Sections 1 or 2 of this SLA, Brightidea shall issue to Subscriber a credit equal to the amount of time for which the Service was not available above 99.5% of the time, as calculated in Section 1(b) of this SLA, provided that in no event shall the amount of such credit exceed ten percent (10%) of the monthly fee for the month in which such breach took place. Such credit shall be used to offset the monthly fee for the calendar month immediately following the month in which the breach took place.

4. SUBSCRIBER DATA SECURITY, FILE STORAGE AND BACKUP

The Service will utilize industry standard security measures to protect stored Subscriber Data from disclosure and loss. In addition, the Service automatically backs up Subscriber Data daily to an offsite facility using high grade encryption schemes.

In addition, for performance related issues, Brightidea does not support the hosting of videos that are generally shared within the site. For videos that are to be generally shared, Subscriber may store the video outside of the Service (such as a Subscriber owned server) and include a link within the Service to that video. Note that Subscriber or end users may attach videos to ideas posted to the Service.

5. TECHNICAL SUPPORT

(a) Hours of Support. Brightidea will respond to problems with the Service experienced by Subscriber in accordance with this Section 5. All the calls/problems from the Subscriber must be logged from Subscriber’s Brightidea.com Administrator providing a single point of contact for problem resolution.

(b) Problem Severity Level Definitions. Problems reported by Subscriber to Brightidea support personnel will be assigned a Severity Level in accordance with the following:

(i) Severity 1: Critical failure – actual failure of network or system where the Brightidea.com Service is unavailable to the Client.

(ii) Severity 2: Major degradation – Critical problem causing loss, loss of service, loss of redundancy to a network or core system functionality. System is functioning but in a significantly reduced capacity, may affect multiple customers.

(iii) Severity 3: Minor service/application degradation – that does not affect core system functionality.

(c) Problem Response Times. Brightidea will use its commercially reasonable efforts to meet or exceed the target response and problem resolution times for each Severity Level as set forth in the following table (Gold and Platinum response times are available for an additional monthly fee):

Severity Level	Response Time			Workaround (if applicable)	Estimated Permanent Fix (if applicable)
	Standard	Gold	Platinum		
Severity Level 1	8 hours	4 hours	2 hours	1 business day	2 business days
Severity Level 2	1 business day*	12 hours	6 hours	2 business days	When Available
Severity Level 3	3 business days*	2 business days*	1 business day*		When available

(*) “Business days” are defined as non-weekend and non-US holiday days.