

## SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is entered into between SOOM, Inc. (“SOOM”), and the user of the SOOM Platform (the “Customer”). “SOOM Platform” means the proprietary technology owned by SOOM which allows manufacturers and brand owners to connect any product or printed collateral to a unique mobile website via a URL or QR code. For purposes of this SLA, the term “SOOM Platform” shall refer to the mobile website(s) created for Customer by SOOM.

This SLA defines the obligations of SOOM with respect to the availability and maintenance of the SOOM Platform, and Customer’s remedies in the event that SOOM fails to meet these obligations. This SLA and the Service Credits set forth herein represent SOOM's sole obligation and Customer’s sole remedy for failure to meet such Service Commitments.

SOOM reserves the right to change this SLA at any time, and without notice. You can view the current SLA at <https://soom.com/service-level-agreement>.

1. Service Commitment. SOOM will use commercially reasonable efforts to make the SOOM Platform available with a Monthly Uptime Percentage (defined below) of at least 99.95%, in each case during any monthly billing cycle (the “Service Commitment”). In the event SOOM does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below. “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the SOOM Platform was in the state of “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below). “Unavailable” means the SOOM Platform does not respond to HTTPS requests.
2. Service Credits. Service Credits are calculated as a percentage of the total subscription fees paid by Customer for the month in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 95.0%	10%
Less than 95.0%	30%

Service Credits will be applied only against future subscription fees due from Customer. Service Credits will not entitle Customer to any refund or other payment from SOOM. A Service Credit will be applicable and issued only if the credit amount for the applicable billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.

Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by SOOM to provide the SOOM Platform is the receipt of a Service Credit in accordance with the terms of this SLA.

3. Credit Requests and Payment Procedures. To receive a Service Credit, Customer must submit a claim by sending an email to [billing@soom.com](mailto:billing@soom.com). To be eligible, the credit request must be received by SOOM by the end of the second billing cycle after which the incident occurred and must include: (a) the words "SLA Credit Request" in the subject line; (b) the dates and times of each Unavailability incident that Customer is claiming; and (c) the affected URL. If the Monthly Uptime Percentage of such request is confirmed by SOOM and is less than the Service Commitment, SOOM will issue the Service Credit to Customer within one billing cycle following the month in which the request is confirmed. Failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.
4. Maintenance Windows. From time to time SOOM will need to take the SOOM Platform offline for maintenance purposes including, but not limited to, operating system upgrades, patches and upgrades to the SOOM Platform ("Maintenance Windows"). Maintenance Windows will not exceed more than 6 hours per month. SOOM will provide a minimum of 3 days notice to Customer via email prior to the Maintenance Window. Service Commitment calculations do not apply during these maintenance periods.
5. Exclusions. The Service Commitment does not apply to any unavailability, suspension or termination of the SOOM Platform, or any other SOOM Platform performance issues: (i) caused by factors outside of SOOM's reasonable control, including any force majeure event or Internet access or related problems; (ii) that result from any actions or inactions of Customer or any third party; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within SOOM's direct control); (iv) that result from Maintenance Windows; or (v) arising from SOOM's suspension or termination of Customer's right to use the SOOM Platform in accordance with the Master Services and Subscription Agreement between the parties (collectively, the "Exclusions").

Effective Date: December 3, 2018