

DENSITY INC.

SERVICE LEVEL AGREEMENT

Version 1.1 :: Updated January 4, 2019

Density Inc. (“**Density**”) will provide the Covered Services (as defined below) in accordance with the performance standards set forth in this Service Level Agreement (“**SLA**”). All capitalized terms used but not defined in this SLA will have the meanings given to them in the Density Master Subscription Agreement or the applicable Order Form.

1. SERVICE LEVELS

a. Definitions. “**Covered Services**” means the Event Latency and API Uptime (each as set forth below) aspects of the Density services only. “**Monthly Service Fees**” means the fees payable by Customer for the Density Subscriptions for the applicable month, as set forth on the applicable Order Form. If the fees for the Density Subscriptions are not defined on a monthly basis, the Monthly Service Fees will be the total fees for the Density Subscriptions divided by the number of months for the term of the Subscriptions Services.

b. Service Levels. Density will use commercially reasonable efforts to ensure that that the Covered Services will meet the service levels set forth in the table below (“**Service Levels**”).

Service Level	Measurement	Credit
Event Latency: 99% of new events will be available in the Density platform (including via the Density API) within 60 seconds of the event occurring.	Measured on a monthly basis, the “ Monthly Latency Percentage ” will be calculated as follows: (total number of Latent Events for the given calendar month / total number of events for the given calendar month) * 100. “ Latent Event ” means an event where the following calculation results in a time difference of 61 seconds or greater: API posting timestamp - registered event timestamp.	If the Monthly Latency Percentage is greater than 1%, Customer will be entitled to a credit equal to the Monthly Service Fees multiplied by the Monthly Latency Percentage.
API Uptime: 99% uptime of the Density API.	Measured on a monthly basis, the “ Monthly API Downtime Percentage ” will be calculated as follows: (total API Downtime in minutes for the given month / total number of minutes in the given month) * 100.	If the Monthly API Downtime Percentage is greater than 1%, Customer will be entitled to a credit equal to the Monthly Service Fees multiplied by the Monthly API Downtime Percentage.

	<p>“API Downtime” means a period of 10 consecutive minutes where at least 20 calls are made to the Density API and more than 10% of the API calls do not receive a response.</p>	
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c. Scheduled Maintenance. The Service Level measurements set forth in the table above do not include any Latent Event or API Downtime caused by planned or scheduled maintenance. Density will endeavor to conduct planned or scheduled maintenance during off-peak hours and provide notice to Customer at last 24 hours in advance of any planned or scheduled maintenance.

d. SLA Exclusions. This SLA and the Service Levels and credits set forth in this SLA do not apply to any performance issues or failure to meet any Service Level: (i) that resulted from any actions or inactions of Customer or any third parties; (ii) that resulted from Customer's equipment or third party equipment; or (iii) caused by factors outside of Density's reasonable control, including, but not limited to: (1) acts of God, acts of government, flood, fire, earthquakes, civil wars, acts of terror, strikes; (2) computer, telecommunications, internet service provider, hosting facility, power systems unrest, denial of service attacks; (3) outages of third party connections, platforms, APIs, hardware/software or data integrations; (4) external network problems, such as poor local networking configuration (DHCP, Static IP, DNS Servers, Subnets, VLANs); (5) updates or changes to local networking configuration that would affect the pre-set networking template or environment set up during initial installation process; (6) faulty cat5/6 cabling or wiring; (7) local power or utilities outages that result in loss of device power; (8) other problems inherent to the general use of the Internet and other public networks or caused by Customer or third parties; (9) Customer account being suspended or closed; and (10) Customer account having reached any limit defined in the Density Standard Terms & Conditions or applicable Order Form.

2. SERVICE CREDITS

a. Service Credits. If the Covered Services fail to meet the Service Levels set forth in this SLA, Customer will be entitled to the credits set forth in the table above, provided Customer has no overdue fees owing to Density at such time. The total credits for any given calendar month will not exceed 20% of the Monthly Service Fees. Credits are not redeemable for cash or a refund of any fees paid. Credits can only be applied towards future Order Forms. Customer will not be entitled to a credit under this SLA if Customer is in breach of the Density Standard Terms & Conditions or applicable Order Form, if Customer's account has been suspended or closed, or if Customer has reached any limits as defined in the applicable Order Form. Credits awarded pursuant to this SLA are the exclusive remedy for the Service Levels falling below the performance standards set forth in this SLA.

b. Credit Requests. Density has no obligation to monitor the Covered Services, provide any Downtime reporting, or automatically issue any credits. If Customer believes a credit is due under this SLA, Customer can initiate a review by contacting Density at support@density.com (“**Credit Request**”). All Credit Requests must be submitted within seven (7) calendar days of the end of the month for which Customer is seeking a credit (“**Credit Request Window**”). Credit Requests will not be considered if they are received outside the Credit Request Window. Credit Requests will be promptly reviewed by Density.

c. Customer Obligations. Customer will provide Density with reasonable access to all necessary personnel to answer questions regarding Downtime reported by Customer or Credit Requests submitted by Customer. If Density cannot identify the cause of any Downtime reported by Customer, Customer will provide additional information regarding the Downtime as Density may reasonably request in order to assist Density with identifying the cause of the Downtime.