

SOCIALPING CONCIERGE PLAN SERVICE LEVEL AGREEMENT (“SLA”)

This Service Level Agreement covers the following elements:

- Service Availability
- Support Request Response Times
- Disclaimer

This Service Level Agreement is available to Customers with an active subscription to the Socialping Concierge Plan, and only effective on the account specifically subscribed to the Socialping Concierge Plan, and whose account is current (i.e. not past due).

1. Service Availability

a. Coverage and Definitions

- The term “Service Availability” is defined as the percentage of a particular month (based on 24 hour days for the number of days in the subject month) that the Socialping service was available for access.
- “Scheduled Maintenance” does not factor into Service Availability, and may happen from time to time as required to keep the Socialping service running optimally or to release new features.
- Socialping reserves the right to schedule maintenance on an emergency basis without notice, for not more than 8 hours at a time.
- Socialping will post Scheduled Maintenance notices, in advance of the event, or emergency maintenance notices, as they arise, at: <http://twitter.com/socialping>

b. Service Level

Should any Unscheduled Outage occur, lasting more than 4 hours, Socialping shall provide, as the sole and exclusive remedy, a credit to Customer that is equivalent to one day’s subscriptions fee.

c. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

- circumstances beyond Socialping’s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- scheduled maintenance and emergency maintenance of 4 hours or less;
- any DNS or Domain Registry issues outside the direct control of Socialping including DNS and Registry propagation issues and expiration;
- Customer’s acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or

coding, any negligence, willful misconduct, or use of the customer's account in breach of Socialping's Terms of Service;

- v. Acts or omissions of other customers (or acts or omissions of others engaged or authorized by other customers) sharing the affected account(s) with customer, including, without limitation, custom scripting or coding, any negligence, willful misconduct, or use of the other customers' account in breach of Socialping's Terms of Service;
- vi. outages elsewhere on the Internet that hinder access to your account. Socialping is not responsible for browser, DNS, or other caching that may make your account appear inaccessible when others can still access it. Socialping will guarantee only those areas of the Internet considered under the control of Socialping: Socialping servers' connections to the Internet, and Socialping's servers themselves.

d. Credit Request

In order to receive a credit, Customer must make a request for credit by filing a support ticket with Socialping. Each request in connection with this SLA must include the dates and times of the unavailability, a description of the perceived problem, and must be received by Socialping within ten (10) business days after the unavailability. If the unavailability is confirmed by Socialping, credits will be applied within 30 days of Socialping's receipt of customer's credit request.

- i. The total amount credited to Customer in a particular month under this SLA shall not exceed the total monthly recurring fee paid by the Customer for said month for the affected Services. Credits are exclusive of any applicable taxes charged to Customer or collected by Socialping and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability.
- ii. The credit will be calculated as such:
Monthly Subscription Fee / (divided by the) Number of days in the subject month.
- iii. Only one credit may be claimed per 24 hour period.

2. Support Request Response Times

a. Coverage and Definitions

- i. "Support Request" is defined as all messages related to a single issue, regardless of the contact method, as long as it is an Approved Support Request Method. Support Requests may be separated into multiple Support Requests, at the sole discretion of Socialping.
- ii. "Timely" is defined as an initial response from someone on the Socialping team stating that we are working on your request within 8 hours (e.g. not an automated confirmation).
- iii. "Approved Support Request Method" is defined as a Support Request originating via Email, Phone, Text Message (a.k.a. SMS), or Twitter DM.

b. Service Level

Socialping's goal is to provide support in a Timely Manner in all cases, regardless of which plan the Customer is on. In the event that Socialping has failed to respond to a

Customer's Support Request in a Timely Manner, and they have an active subscription to the Socialping Concierge Plan, and the Support Request is in regards to an account subscribed to the Socialping Concierge Plan, Socialping shall provide, as the sole and exclusive remedy, a credit to Customer that is equivalent to one day's subscriptions fee.

c. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of a Timely Response caused by or associated with:

- i. circumstances beyond Socialping's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- ii. scheduled maintenance and emergency maintenance, by us, or third parties;
- iii. failure to contact Socialping using an Approved Support Request Method;
- iv. Lack of information required to determine the Support Request's origination or other required information to process the request.

d. Credit Request

In order to receive a credit, Customer must make a request for credit by filing a support ticket with Socialping. Each request in connection with this SLA must include the dates and times of Support Requests, a description of the Support Request, and must be received by Socialping within ten (10) business days after the non-timely response. If the Support Request is confirmed by Socialping to have not received a Timely Response, credits will be applied within 30 days of Socialping's receipt of customer's credit request.

- i. The total amount credited to Customer in a particular month under this SLA shall not exceed the total monthly recurring fee paid by the Customer for said month for the affected Services. Credits are exclusive of any applicable taxes charged to Customer or collected by Socialping and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability.
- ii. The credit will be calculated as such:
Monthly Subscription Fee / (divided by the) Number of days in the subject month.
- iii. Only one credit may be claimed per 24 hour period, regardless of how many Support Requests were filed in that 24 hour period.

3. IMPORTANT DISCLAIMER REGARDING SOCIALPING SUPPORT AND SERVICES

All Socialping Support and other services are provided in a commercially reasonable manner but otherwise on an "as is" and "as available" basis as determined by Socialping from time to time. SOCIALPING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ALL SERVICES DELIVERED PURSUANT TO THIS SLA. Socialping's sole obligation and your exclusive remedy for Socialping's failure to deliver any services covered hereunder shall be for Socialping, at its option, to reperform the services in a manner substantially in accordance with this SLA or issue a refund to you.