



EXHIBIT A

PLATFORM SERVICE LEVELS AS APPLICABLE

1. Service Level Targets

As described below, the UI Target, the Collection Code Target, the Onboarding Target, and the Activation Target are referred to collectively, as applicable, as the “**Service Level Targets**.”

- 1.1.1 **User Interface and Collection Code Availability (“SLA 1”)**. The Platform user interfaces will be available at least **99.5%** of the Scheduled Available Time in any calendar month (the “**UI Target**”). The Signal Code will fire from the Client Data Sources at least **99.95%** of the Scheduled Available Time in any calendar month (the “**Collection Code Target**”). “**Scheduled Available Time**” means 100% of the time in the given calendar month, less (a) for the UI Target only, any scheduled maintenance periods, and (b) for the Collection Code Target only, any time spent or directed by Client installing versions of the Signal Code on Client Data Sources.

Signal will use commercially reasonable efforts to restrict scheduled maintenance periods to no more than one hour per week. Signal reserves the right to conduct additional maintenance with reasonable advance written notice of the increased maintenance time to Client. Notwithstanding the above, emergency maintenance may be conducted at any time, with or without prior notice, in the event of a serious threat to Platform integrity.

- 1.1.2 **Onboarding (“SLA 2”)**. Subject to the terms of this Exhibit A, Signal, upon Client submission of offline Client Data, shall make offline Client Data available for Activation within twenty-four (24) hours of receipt of such Client Data (the “**Onboarding Target**”). The Onboarding Target is expressly conditioned upon the following:
- i. Client sends offline Client Data to Signal via secure file transfer protocol or such other method pre-approved in writing by Signal (the “**File Transfer Method**”);
 - ii. Client’s transfer of offline Client Data in any thirty (30) day period to Signal does not, in the aggregate, exceed 350 million rows or 45 gigabytes;
 - iii. Client’s transfer of offline Client Data in any twenty-four (24) hour period to Signal does not, in the aggregate, exceed 15 million rows or 2 gigabytes;
 - iv. the offline Client Data is properly configured by Client for the File Transfer Method, including adherence to the data file format specifications provided by Signal; and
 - v. the File Transfer Method is available; and
- 1.1.3 **Activation (“SLA 3”)**. If Client subscribes to Activation features, after Client initiates Audiences in the Platform, Signal will (i) begin to distribute Matched Client IDs (Client Data that have been uniquely matched to Signal Data “Matched Client IDs”) to Destinations within twenty-four (24) hours; and (ii) complete the distribution of Matched Client IDs within five (5) days of initiation (collectively, the “**Activation Target**”).

2. Remedies

Subject to Sections 3 and 4 of this Exhibit A, and provided Client has fulfilled its obligations under this Agreement, in the event that Signal does not meet a Service Level Target in any given calendar month, Client may request a credit, to be applied to Client’s next monthly invoice, as detailed below, equal to the percentage set forth below of one month’s Minimum Monthly Subscription Fee for the month in which the Service Level Target was not met, which will not collectively exceed 25% of the fees due to Signal for that calendar month (the “**Service Credit**”). The remedies set forth in this Section 2 are Client’s exclusive remedies for any failure by Signal to meet any Service Level Target. Signal’s obligations to issue Service Credits are conditional upon Client at all times complying fully with its own obligations to Signal. Service Level Targets do not apply to any feature of the Platform, or Activation to a Signal Data Endpoint, which Signal identifies as “beta”. As used below, an “**Incident**” is an occurrence during which Client’s licensed use of the Platform, for onboarding and/or Activation, does not conform with the Onboarding Target and/or the Activation Target, as applicable. A series of linked occurrences affected by the same root cause will only give rise to a single Incident.

Tier	SLA 1 UI Availability	SLA 1 Collection Code Functionality	SLA 2 Occurrences per calendar month	SLA 3 Occurrences per calendar month	Credit
Tier 1	Uptime of 99.5 - 100%	Uptime of 99.5 - 100%	2 Incidents	2 Incidents	No Credit
Tier 2	Uptime of 98.5% - 99.49%	Uptime of 98.5% - 99.94%	3 Incidents	3 Incidents	1%
Tier 3	Uptime of 97.5% - 98.49%	Uptime of 97.5% - 98.49%	4 Incidents	4 Incidents	2%
Tier 4	Uptime of 96.5% - 97.49%	Uptime of 96.5% - 97.49%	5 Incidents	5 Incidents	3%
Tier 5	Uptime of 95.5% - 96.49%	Uptime of 95.5% - 96.49%	6 Incidents	6 Incidents	5%
Tier 6	Uptime of 93.5% - 95.49%	Uptime of 93.5% - 95.49%	7 Incidents	7 Incidents	10%
Tier 7	Uptime of 91.5% - 93.49%	Uptime of 91.5% - 93.49%	8 Incidents	8 Incidents	15%
Tier 8	Less than 91.5%	Less than 91.5%	9+ Incidents	9+ Incidents	25%

3. Credit Verification Process

To be entitled to a Service Credit, Client must report any Service Level Target-related occurrence as soon as possible, and in no case more than forty-eight hours from first discovery, to support@signal.co. To receive the Service Credit, Client must submit a written request, within fifteen (15) business days after the end of the calendar month in which the Service Level Target was not satisfied Any Client request for a Service Credit hereunder will be subject to verification by Signal against Signal's records, such as log files, database records, audit logs, monitoring reports, configuration records and any other information available to verify any claim for a Service Credit

4. Service Credit Unavailability

No Service Credit will be provided to the extent that a Service Level Target is not met due to (a) equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client and Client's network services that allow Client to access or use the Platform; (b) acts or omissions by Client's employees, contractors, agents, representatives, vendors, or service providers; (c) interruptions or outages caused by third parties or issues arising from bugs or other problems in the software, firmware, hardware, infrastructure, or operating environment of third parties (including Destinations); (d) any maintenance periods; or (e) force majeure events.