

Glia MSA: **#{Company Name}**

Glia Master Services Agreement

This Master Services Agreement (this “Agreement”), is by and between Glia (formerly known as SaleMove Inc.), a Delaware corporation with a principal business address of 19 West 21st Street, New York, NY 10010 (the “Company”) and **#{Company Name}**, with a principal business address of **#{Company Address}** (“Customer”) and all its affiliates and subsidiaries and is made effective as of the last date executed by Company and Customer (“Effective Date”). Each of Company and Customer may be referred to herein individually as a “Party” or collectively as “Parties”. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 ACCESS; LICENSE; RESTRICTIONS AND RESPONSIBILITIES

- 1.1 Access to Customer Data and Company Platform. From time to time, Customer and Company may enter into ordering documents for purchases hereunder, including addenda thereto (“Order Form” and/or “Statement of Work”), each of which are deemed incorporated herein by reference; provided that an Order Form and/or Statement of Work will not be deemed entered into until signed by an authorized representative of each Party. Company will make its online software products and/or software as a service platform provided by Company via the Internet that are ordered by Customer under an Order Form (the “Company Platform”) available to Customer pursuant to the Agreement and the applicable Order Forms during each term. Unless otherwise specified in the applicable Order Form, the Company Platform may only be accessed by individuals who are authorized by Customer to use the Company Platform and who have been supplied User identifications and passwords by Customer (“Users”). A user is defined as a named person with access to any production environment. Access level does not affect user licensing. Users are named and sharing of a user is not permitted. If a user is added by the Customer, the user is billable to the annual renewal date starting on the day the user is added. Subject to the terms and conditions of this Agreement and the applicable Order Forms and/or Statement of Work, Company hereby grants Customer a limited, nonexclusive, nontransferable, non-sublicensable right and license to access and use the Company Platform during the applicable term solely for Customer’s internal use.
- 1.2 Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any of the Company Platform; (b) modify, translate or create derivative works based on any of the Company Platform; (c) copy (except for archival purposes), rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on any of the Company Platform; (d) use any of the Company Platform for timesharing or service bureau purposes or (except as expressly permitted by the Company Platform) otherwise for the benefit of a third party other than Users; (e) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to any of the Company Platform or their related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (f) remove or obscure any proprietary notices or labels of Company or its suppliers on the Company Platform. Company shall own and, except for the limited rights expressly granted herein, retain all right, title and interest in and to the Company Platform and all improvements, enhancements or modifications thereto. License Restrictions. “Use Case” is defined as a specific customer journey and a specific set of operators.
- 1.3 Compliance and Cooperation by Customer. Customer agrees to use the Company Platform in compliance with all applicable laws and any written guidelines and/or policies which Company

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subsequently delivers to Customer in the SOW, to the extent that such guidelines and/or policies are generally applicable to Company's customers. Customer shall be responsible for Users' compliance with this Agreement. Further, Customer will reasonably assist Company (at Customer's expense) in any data breach notification efforts that Company may be forced to undertake as a result of Customer's breach of this Agreement. Although Company has no obligation to monitor Customer's use of the Company Platform, Company may do so and may prohibit any use of the Company Platform it believes may be (or alleged to be) in violation of the foregoing.

- 1.4** Feedback. Customer hereby grants Company a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, incorporate into and otherwise exploit in connection with the Company Platform any suggestions, enhancement requests, recommendations, or other feedback by Customer, including Users, related to the Company Platform. Customer agrees to participate in a minimum of one case study and webinar per year with Company.
- 1.5** Anonymous Data. Customer owns the electronic data or information submitted by Customer on the Company Platform (the "Customer Data"). Customer hereby grants to Company a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, right and license to copy, distribute, display and create derivative works of and use the Customer Data to perform Company's obligations under this Agreement.
- 1.6** Meta-Data. Customer hereby grants to Company a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable right and license to copy, distribute, display and create derivative works of and otherwise use the "Meta Data" provided that at all times such data is anonymized (i.e. no personally identifiable information including, without limitation, name, age, phone number and email address and no identification of the specific source of such data) using mutually agreed upon procedures (the "Anonymous Meta Data").
- 1.7** Privacy. In performing its obligations under this Agreement, Company shall (a) use commercially reasonable efforts to comply with all applicable privacy laws and regulations, (b) use commercially reasonable security measures to protect any information collected by Company under this Agreement about an identifiable person, including, but not limited to, name, age, phone number, and email address ("Personal Information") from unauthorized access or use, (c) limit the use of Personal Information by Company to the purposes specified herein and/or necessary to carry out Company's obligations under this Agreement or as prescribed by applicable laws and/or regulations, and (d) notify Customer in writing promptly, but in any event, in less than 24 hours, upon becoming aware of any non-compliance with, or breach of, Company's obligations under this Section 1.7 or under applicable privacy laws and/or regulations, in which case Company shall consult with Customer regarding the actions that it intends to take to remedy the breach and shall subsequently implement such actions as may be approved by Customer in writing in connection therewith, such approval not to be unreasonably withheld. Customer agrees to (a) use commercially reasonable measures to comply with all applicable privacy laws and regulations, and (b) make commercially reasonable measures to prevent transmitting to or storing any PCI (Personal Credit Card Information) data with Company, including but not limited to. custom attributes, notes or utilizing Company's APIs. Customer agrees that company may issue a press release describing a general overview of the partnership upon production launch.
- 1.8** Service level standards and support. Please reference exhibit A

2 CONFIDENTIALITY

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- 2.1** Each Party (the “Receiving Party”) understands that the other Party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use such Proprietary Information except to perform its obligations or exercise the rights granted to it hereunder. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public without breach of this Agreement, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and upon request to certify the return or destruction of all such Confidential Information and embodiments thereof, except with respect to Confidential Information covered by Section 1.6. Company may collect and analyze data relating to the provision, use and performance of various aspects of the Company Platform and related systems and technologies, and Company will be free to (1) use such information and data (during and after the Term hereof) to improve and enhance the Company Platform and for other development, diagnostic and corrective purposes in connection with the Company Platform and other Company offerings, and (2) disclose such data in a manner that does not identify Customer in connection with its business.

3 PAYMENT OF FEES

- 3.1** Fee Terms. Customer will pay Company the fees set forth in all Order Forms hereunder (the “Fees”). Except as expressly provided in any Order Form, payment obligations are non-cancelable and fees paid are non-refundable.
- 3.2** Payment Terms. Customer will pay Company the Fees at such times as indicated in the applicable Order Form. Payments must be made via ACH or Wire Transfer. Unpaid amounts are subject to a finance charge of five percent (5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all reasonable expenses of collection.
- 3.3** Net of Taxes. All amounts payable by Customer to Company hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively “Taxes”). Customer shall be solely responsible for payment of any Taxes, except for those taxes based on the income of Company. Customer will not withhold any Taxes from any amounts due Company.

4 TERMINATION

- 4.1** Term of Agreement. This Agreement and the accompanying order form commences on the Effective Date and continues until terminated as set forth below.
- 4.2** Term of Order Forms. Unless earlier terminated in accordance with this Agreement, the initial term of each Order Form commences on the Effective Date (as defined in each applicable Order Form) and continues for the term expressly specified therein. Except as otherwise specified in each applicable Order Form, each Order Form initial term shall automatically renew for additional periods of one year

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unless either Party gives the other notice of non-renewal at least sixty (60) days before the end of the relevant Order Form initial or renewal term.

- 4.3** Early Termination. In addition to any other remedies it may have, either Party may terminate this Agreement if the other Party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. In the event of such termination, Customer will pay in full for the Company Platform and any other unpaid Fees specified in any applicable Order Forms that have been incurred up to and including the effective date of any such termination. Upon any termination, Company may, but is not obligated to, delete archived data. Upon termination of the Agreement, all rights granted hereunder and all obligations of Company to provide the Company Platform shall immediately terminate.
- 4.4** Survival. The following sections will survive termination or expiration of this Agreement: 1.2 (License Restrictions), 1.6 (License to Anonymous Customer Data), 2 (Confidentiality), 3 (Payment of Fees) (to the extent Fees incurred remain unpaid), 4 (Termination), the warranty disclaimers in Section 5 (Representations, Warranties and Disclaimers), 6 (Limitation of Liability), 7 (U.S. Government Matters) and 8 (Miscellaneous). All licenses granted herein in and to the Company Platform will terminate upon any expiration or termination of this Agreement.

5 REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 5.1** Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.
- 5.2** Uptime. Company shall use reasonable efforts consistent with prevailing industry standards to provide the Company Platform.
- 5.3** Disclaimer. COMPANY DOES NOT REPRESENT OR WARRANT (A) THAT ACCESS AND/OR USE OF THE COMPANY PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE OR (B) AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE COMPANY PLATFORM. OTHER THAN AS SET FORTH IN SECTION 5.1 ABOVE, COMPANY MAKES NO AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

6 LIMITATION OF LIABILITY

- 6.1** Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CUSTOMER'S BREACH OF SECTIONS 1.1, 1.2 OR 1.3 ABOVE AND (B) EITHER PARTY'S BREACH OF SECTION 2 (CONFIDENTIALITY) ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR

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LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

- 6.2** General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CUSTOMER'S BREACH OF SECTION 1.1, 1.2 OR 1.3 ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 2 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6.4 AND 6.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PROPERLY PAYABLE BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.
- 6.3** Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.
- 6.4** Indemnification by Company. Company shall indemnify, defend and hold Customer and the officers, directors, agents, and employees of Customer ("Customer Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Customer Indemnified Parties (including reasonable attorneys' fees) arising from, directly or indirectly, any claim, demand or allegation by a third party that arises out of (i) any United States copyright infringement claim that involves, relates to or concerns the Company Platform (except for claims for which Company is entitled to indemnification under Section 6.5, in which case Company shall have no indemnification obligations with respect to such claim) or (ii) Company's willful misconduct. Company shall have no liability or obligation under this Section 6.4 with respect to any Liability if such Liability is caused in whole or in part by (x) modification of the Company Platform by any party other than Company without Company's express consent; (y) the combination, operation, or use of the Company Platform with other product(s), data or services where the Company Platform would not by itself be infringing; or (z) unauthorized or improper use of the Company Platform. This Section 6.4 states Company's entire obligation and Customer's sole remedies in connection with any claim regarding the intellectual property rights of any third party.
- 6.5** Indemnification by Customer. Customer shall indemnify, defend and hold Company and the officers, directors, agents, and employees of Company ("Company Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Company Indemnified Parties (including reasonable attorneys' fees) arising from, directly or indirectly, any claim, demand or allegation by a third party (i) due to any use or disclosure by Customer of any Company Platform in violation of this Agreement, (ii) arising from any breach by Customer of Section 1.3 or (iii) arising from Customer's gross negligence or willful misconduct.
- 6.6** Action in Response to Potential Infringement. If the use of the Company Platform by Customer has become, or in Company's opinion is likely to become, the subject of any claim of infringement, Company may at its option and expense (i) procure for Customer the right to continue using the

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Company Platform as set forth hereunder; (ii) replace or modify the Company Platform to make it non-infringing so long as the Company Platform has at least equivalent functionality; (iii) substitute an equivalent for the Company Platform or (iv) if options (i)-(iii) are not reasonably practicable, terminate this Agreement.

- 6.7** Indemnification Procedure. If a Customer Indemnified Party or a Company Indemnified Party (each, an “Indemnified Party”) becomes aware of any matter it believes it should be indemnified under Section 6.4 or Section 6.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an “Action”), the Indemnified Party will give the other Party (the “Indemnifying Party”) prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

7 MISCELLANEOUS

- 7.1** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither Party may assign this Agreement or assign or delegate its rights or obligations under the Agreement without the other Party’s prior written consent; *provided however*, that either Party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either Party otherwise than in accordance with this Section 8 shall be null and void. Both parties agree that this Agreement, including all exhibits and addenda hereto and all Order Forms, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a Party does not have any authority of any kind to bind the other Party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys’ fees. All notices under this Agreement will be in writing and sent to the recipient’s address set forth in the applicable Order Form and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Customer agrees that Company may list Customer’s name (including by displaying any Customer trademark) and identify the business relationship between the parties on Company’s website and in other marketing and advertising collateral, together with a list of other customers. Each Party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a Party’s financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat

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thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event shall automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the Parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either Party may terminate this Agreement by giving written notice thereof to the other Party. Upon the occurrence of any Force Majeure Event, the affected Party shall give the other Party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each Party submits to the exclusive jurisdiction of the state and federal courts located in New York, New York and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Customer acknowledges that any unauthorized use of the Company Platform will cause irreparable harm and injury to Company for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Customer further agrees that Company shall be entitled to injunctive relief in the event Customer uses the Company Platform in violation of the limited license granted herein or uses the Company Platform in any way not expressly permitted by this Agreement.

[End of Agreement; Signature Page Follows]

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The Parties' authorized signatories have duly executed this Agreement as of the Effective Date.

COMPANY

Glia (formerly known as SaleMove Inc.):

Signature_

Name: **_\${Glia Signer Name}**_____

Title: **\${Glia Signer Title}**_____

Date:

CUSTOMER

Customer:

Signature_

Name: _____

Title: _____

Date:

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Exhibit A

Service Level Standards and Support

1. Response Times, Definitions

Severity	Initial Response Time	Action Plan Delivery	Restoral Time Goal	Support Mode	Resolution Commitment	Escalation Plan
1	1 hour	2 hours	4 hours	Continuous, Dedicated until Restored.	Develop suitable workaround, patch or other temporary correction to restore operation. Include permanent fix in next maintenance release. Glia and Customer agree to each provide engineering resources that are knowledgeable in the problem to work as closely as reasonably possible on a Continuous basis until the problem is resolved	4 hours without Resolution – Customer may escalate to Glia's VP Technical Support who will update Customer's Sr. IT person at the Customer site 2 times a day until Resolved. 8 hours without Resolution – Glia may escalate to Glia executive team
2	4 hours	4 hours	8 hours	Continuous, Dedicated until Restored.	Provide corrective code, addenda or substitute pages for documentation or both. Include fix in next maintenance release.	24 hours without Resolution – Customer may escalate to Glia's VP Technical Support who will update Customer reporter at the site at least one time a day until Resolved. 48 hours without Resolution – Notify Glia executive team
3	Next Business Day	96 hours	Within 30 days	Non-dedicated, Noncontinuous	Provide corrective code, addenda or substitute pages for documentation or both. Include fix in next or subsequent maintenance release	N/A
4	1 Business day	10 Business days	Within 60 days	Non-dedicated, Noncontinuous	Review by product planning committee for potential inclusion in a release	N/A

Severity Levels:

Severity 1: The Software or Service is inoperative or unusable, resulting in a critical impact on the operation. No workaround available.

Severity 2: The Software or Service is adversely affected or the system is inoperative. Productivity is compromised; work can be done but is severely limited. No workaround is available.

Severity 3: The Software or Service has encountered a non-critical problem or defect and/or an issue have arisen about product use, a recommended change in product use, or a workaround. Licensed services are usable but non critical features may not function. For example a workaround forces a user and/or a systems operator to use a time consuming procedure to operate the system; or removes a non-essential feature.

Severity 4: The Software or Service can be used with only slight inconvenience. Minimal system impact and other non-critical problems.

Definitions:

Action Plan Delivery: means the Glia's communication to Customer of the complete plan including tasks and timeframes to provide completely Resolved as defined below.

Continuous: means Glia's support staff works on the problem 24x7, until resolved.

Dedicated: means Glia's support staff assigned works exclusively on the problem reported until Restored.

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Initial Response Time: means either (i) the initial telephone contact back to the Customer caller, or (ii) Glia's notice to Customer if problem is discovered initially by Glia.

Non-continuous: means Glia's support staff works on the problem during normal hours of operation.

Non-dedicated: means available Glia's support staff works on the problem. Resolved means the problem has been conclusively fixed.

Resolution: means the problem has been conclusively fixed.

Restored: means the Software or Service is back up and running, although the underlying problem is not yet resolved.

Escalation Plan Contacts:

Glia's VP Technical Support: Bryan Dooley, VP of Customer Solutions, +1 917-847-4433

Glia's Executives: Justin DiPietro, COO, Justin@Glia.com, 732-266-3854 and Carlos Paniagua, CTO, carlos@Glia.com, +372-5686-1665

2. Resolution Requirements and Credits

All Resolutions will be provided along with any applicable Documentation changes. Immediately upon Resolution of any and all problems, Glia will also provide to Customer a detailed root cause analysis of such problem.

In the event that Glia believes that it will not be able to meet the Resolution Requirements described in this exhibit, Glia shall notify Customer through status.Glia.com within twenty-four (24) hours of the end time of the Resolution Requirement and shall provide an escalation procedure as well as a revised Resolution Target Time to be mutually agreed upon by both parties. If Glia is unable to meet the revised Resolution Target Time or if a revised Resolution Target Time cannot be mutually agreed upon by either party, Customer has 7 days to request the following partial remedies in addition to any other remedies available to it:

- For each Severity 1 incident in which Glia fails to provide services, Customer shall receive a credit of one (1) months of Service;
- For each Severity 2 incident in which Glia fails to provide services, Customer shall receive a credit of half (0.5) month of service;
- For each Severity 3 incident in which Glia fails to provide services, Customer shall receive a credit of one (1) week of service.

If during a month there was an incident or downtime outside the Scheduled Maintenance Downtime (described in Section 4 below), within ten (10) days of the end of that month, Glia shall provide Customer with a notification method through a public posting to status.Glia.com.

3. Application Services Uptime Commitments

Glia's failure to make the Application Services available at least 99% of the time in any given month during the Term and any Renewal Term, excluding scheduled maintenance will entitle customer to request the non-exclusive remedies set forth below. For purposes of this Agreement, "Available" means that there are no Severity 1 or Severity 2 issues.

Glia agrees to monitor the levels of service and all systems on a continuous basis.

Service Level (Measured Monthly)	Service Level Credit (% of Monthly Prorated Fees)
99% and above	0%
97.00% - 98.99%	5%
95.00% - 96.99%	10%
93.00% - 94.99%	50%

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Below 93.00%	100% and Termination
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If Customer is eligible for a 100% Service Level Credit under this Section during any month of the Term, Customer may terminate this Agreement without penalty upon written notice to Glia and, in addition to the remedies available under this Section, have the remedies set forth in the Agreement.

Customer must request Credits within 7 days after each month. Credits shall be applied against the next invoice. If a Service Level Default occurs after a party has given notice of termination under the Agreement or Customer has made final payment to Glia and no further invoices shall issue as a result, Glia shall refund to Customer the amount of the appropriate Service Level Credit due for the period of Default.

4. Scheduled Maintenance

Scheduled Maintenance is defined as Glia's planned period of maintenance services which may make the application Services unavailable to Customer for a predetermined period of time. Scheduled Maintenance is carried out:

US Servers

(i) between the hours of 1:00 AM EST and 5:00 AM EST each Sunday, and (ii) daily 1:00 AM EST and 5:00 AM EST (not to exceed 10 minutes per day).

EU Servers

(i) between the hours of 1:00 AM UTC and 6:00 AM UTC each Sunday, and (ii) daily 4:00 AM UTC and 6:00 AM UTC (not to exceed 10 minutes per day).

Collectively, this Scheduled Maintenance may not to exceed hour (4) hours per week ("Scheduled Maintenance Downtime"). Any downtime outside this window shall be considered downtime.

5. Notification of Downtime

Glia will publicly post any downtime that will occur outside the Scheduled Maintenance Downtime as soon as reasonably possible. The public posting will be available at status.glia.com. Customer may subscribe to status updates to receive email notifications. Except in cases of emergency, if downtime will exceed 15 minutes and is scheduled, notification will be provided at least 10 business days prior to such downtime and Glia shall provide Customer with alternate means (through use of disaster recovery/business recovery site if necessary) to avoid disruptions to Customer' use of Software and Services. In cases of emergency, Glia will use its best efforts to notify Customer of a planned downtime as soon as practicable.

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