



SERVICE LEVELS ADDENDUM

This Service Levels Addendum (this “**Addendum**”) supplements the Master Subscription Agreement (<https://www.payscale.com/content/legal/msa.pdf>) or other agreement between Payscale and Customer that governs Customer’s use of the Payscale Services (“**Agreement**”). Capitalized terms used in this Addendum and not defined shall have the meanings given to such terms in the Agreement.

1. Payscale Service Uptime Availability. During the Subscription Term, Payscale will maintain at least 99.5% monthly uptime percentage (“**Monthly Uptime Percentage**”) for the specific Payscale Service subscribed to by Customer as calculated per the below formula using Payscale’s systems. “**Downtime**,” as used in the below formula, means the total minutes in a calendar month during which the Payscale Service is unavailable, excluding: (a) any planned or scheduled downtime, as described in Section 3 below; and (b) any unavailability due to any of the events described in Section 2 below regarding Downtime exclusions (each event referred to as an “**Exclusion Event**”).

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

2. Downtime Exclusions. The availability of the Payscale Service and calculation of the Monthly Uptime Percentage shall not include the amount of time the Payscale Service is unavailable or not functioning properly as a result of any of the following: (a) software, hardware, or other product or service not provided by Payscale, including, any Third Party Services; (b) Customer’s internet service provider (ISP) or web browser; (c) a Force Majeure Event; (d) technical requirements are not met by Customer (e.g., incompatible web browser); or (e) Customer’s or any of its Users’ error or negligence (e.g., a User has entered the incorrect credentials to access Customer’s Account).

3. Notice of Downtime. Payscale will use reasonable efforts to schedule planned downtime, to the extent practicable, from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday (“**Weekend Hours**”) and will give at least 24 hours’ notice of planned downtime outside of Weekend Hours via Customer’s Account.

4. Support Information. Customer will notify Payscale if the Payscale Service is unavailable or experiencing an error (“**Error**”) utilizing the technical support link within the Payscale Service (if available) or calling 206-223-7590. Payscale’s support hours are 9:00 AM – 8:00 PM (Eastern Time) (“**Business Hours**”), Monday through Friday, excluding any Payscale recognized holidays (“**Business Day**”). Payscale recognized holidays include: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, World Mental Health Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

5. Support Priority Levels and Response Times. Payscale will use reasonable efforts to respond to Customer’s request for support that do not relate to an Error within 7 Business Days (or sooner) of Payscale’s confirmed receipt of Customer’s request. For Customer’s requests related to an Error, Payscale will classify Customer’s reported Error under one of the below described Priority Levels. If there’s a dispute over the Priority Level classification, Customer will promptly notify Payscale and the parties will, in good faith, cooperate with one another to resolve any such disagreement. Payscale will use reasonable efforts to respond to, and resolve (or provide a workaround to), Customer’s support requests regarding an Error in accordance with the applicable time frame set out in the table below.

Priority Level	Initial Response Time	Resolution Response Time
<p>Priority Level 1 – The Payscale Service is unavailable (e.g., login page is unavailable and no access to the Payscale Service is achieved) due to a failure of Payscale’s software, hardware, or ISP connections, but not to include any problems or outages caused by an Exclusion Event.</p>	1 Business Hour	1 Business Day
<p>Priority Level 2 – A Payscale Service defect that affects a primary feature or function or causes critical service disruption or degradation, and that requires correction to achieve full Payscale Service functionality (e.g., the Payscale Service is available but a single module is not working), but only to include problems with Payscale’s software, hardware, or ISP connections but not to include any problems arising from an Exclusion Event. The defect under this priority level does not make the Payscale Service unavailable, but may disable a major feature or function.</p>	1 Business Day	3 Business Days
<p>Priority Level 3 - A Payscale Service defect that affects a secondary feature or function and requires a correction to achieve full Payscale Service functionality, or general service issues such as slow response time (e.g., a feature is responding but very slowly), but only to include problems caused by Payscale’s software, hardware, or ISP connections but not to include any problems arising from an Exclusion Event.</p>	2 Business Days	10 Business Days
<p>Priority Level 4 - A Payscale Service defect that affects a minor feature or function, but does not require correction to achieve full Payscale Service functionality, but not to include any problems arising from an Exclusion Event.</p>	2 Business Days	N/A