

Software Service Level Agreement

Company is providing these service level terms (“**SLA**”) under the Agreement. This SLA is subject to the terms and conditions of, and limited by, the Agreement and in the event of a conflict, the terms and conditions of the Agreement will govern.

1. Service Level Availability Guarantee:

- a. During the period of time that Company makes the Hosted Service available to Customer pursuant to the Agreement, Company guarantees Service Availability of **99%** over each monthly service period.
- b. “**Service Availability**” means the Hosted Service is available to Customer or fulfills Monitoring Sets (as described in the section “Monitoring” below). A “**Service Outage**” occurs when the Hosted Service fails to be available to Customer or its Authorized Users and also fails to fulfill a Monitoring Set, unless such a failure is due to a factor outside Company’s service obligation.

2. Service Availability Monitoring. The following is for Customer’s information:

- a. Monitoring. Company proactively monitors the Hosted Service’s Service Availability. The methods that Company uses to perform such activities may change from time to time as determined by Company. As of the Effective Date, Company anticipates that its proactive monitoring will include using an external electronic client (agent) to systematically execute periodic requests (each, a “**Monitoring Transaction**”) for response from the Company-specified URL that represents the Hosted Service provided to Customer. Initially, such Monitoring Transaction will be in the form of an HTTP Get, executing on five-minute intervals from a minimum of two Company Performance Command Centers. Upon execution of the Monitoring Transaction, all resources required to deliver the Hosted Service will be exercised in order to achieve a valid response (i.e. network connectivity, name resolution, load balancing, HTTP servers, application servers and database servers).
- b. Failing to Fulfill a Monitoring Set.
 - i. A “**Monitoring Set**” is three (3) consecutive Monitoring Transactions.
 - ii. A failure to fulfill a Monitoring Set is a failure of each Monitoring Transaction within the Monitoring Set to return a valid response within 60 seconds.

3. Scheduled Maintenance. The following is for Customer’s information:

- a. “**Scheduled Maintenance**” means: (i) upgrades of hardware or software, (ii) upgrades to increase capacity, and (iii) other activity to maintain or improve the systems supporting the Hosted Service. Unless otherwise specified in advance by Company, Scheduled Maintenance will be undertaken for a three-hour (3) period at a time mutually agreed upon by the Parties.
- b. Scheduled Maintenance while being conducted may degrade the quality of the Hosted Service and may include a Service Outage; provided, however, that an outage related to Scheduled Maintenance is not a Service Outage that is otherwise taken into account in determining failure to meet any Service Level Guarantee.

4. Exclusions and Exceptions.

- a. The Service Level Guarantees do not apply to the following circumstances:
 - i. when traffic to the Hosted Service exceeds the average Customer traffic levels based on rolling daily and monthly usage patterns; or

- ii. the performance of Internet networks controlled by other companies or traffic exchange points (including NAPs and MAEs) that are controlled by other companies; or
- iii. any technology, data or content (including any Submitted Data) which are either supplied by Customer to Company for inclusion in the Hosted Service, or are supplied by third parties or are made to interface with the Hosted Service through Customer's third party arrangements or business relationships; or
- iv. any connections (including but not limited to browsers, modems, telecom lines, or other communication software, devices or channels) of any user, including Customer, which are not Company-managed; or
- v. where the Hosted Service is unavailable or delayed, or timeline commitments are delayed, as a result of the negligence, or acts or omissions of Customer, its employees, contractors or agents or its Authorized Users, including Customer's nonfulfillment of its obligations under the Agreement; or
- vi. where the Hosted Service is unavailable due to termination or suspension of Hosted Service under the Agreement due to violations of applicable law or equivalent sections; or
- vii. any other exclusions set forth in the Agreement; or
- viii. where the Hosted Service is unavailable as a result of circumstances or causes beyond Company's reasonable control; or
- ix. when a Service Outage occurs during or as a result of a Scheduled Maintenance.

Support Policy

Company will provide technical support to Customer 24 hours a day, seven days a week, 365 days a year for events relating to the Service ("**Support**"). Support is provided to the designated contacts of Customer. Company may access the Hosted Service under the Scheduled Maintenance Downtimes specified below for maintenance purposes and to implement Fixes, planned upgrades, and feature changes. Company will use commercially reasonable efforts to notify Customer in advance of all unscheduled maintenance events.

1. **Provision of Support.** Company will provide support only to designated contacts of Customer as specified below. Customer is responsible for providing support directly to its customers and users of the Hosted Service. Company will not respond directly to Customer's customers or users of the Hosted Service. Company will not be responsible for addressing or resolving Events that are caused by Customer's systems.
2. **Class of Events.** Events are occurrences that impact the availability of the Hosted Service ("**Events**"). Events do not include scheduled maintenance downtime. Company distinguishes among three classes of Events as follows:
 - **Class 1: Major:** A Class 1 Event is one in which at least 5% or more of the users of the Service experience a call failure resulting in one of the following: (a) Denial of access/service to cloud application, or (b) failure of two or more essential features of the cloud application (a "**Critical Function**") with no workaround.
 - **Class 2: Minor:** A Class 2 Event is one in which the users of the Service experience a failure of a function of the cloud application that is not a Critical Function.
 - **Class 3: Internal:** A Class 3 Event is an error in the Service that does not impact user experience. A Class 3 Event is treated as an internal event to Company.

3. **Response Time Objective.** Company will use commercially reasonable efforts to send email notification to Customer within the following timeframes from Company's identification of an Event, based on the classification of the Event.

<u>Class</u>	<u>Target Response Time</u>
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Class 1:	30 Minutes
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Class 2:	8 hours
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Class 3:	Next Business Day
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Company will use commercially reasonable efforts to keep Customer informed upon any change in status of an Event.

4. **Recovery Time Objective (RTO) -** Company will use commercially reasonable efforts to meet the following target time frames for resolution of Events from the time of receipt of a ticket and will keep Customer informed of Company's progress in resolving the issues in a manner described above:

<u>Class of Event</u>	<u>Target Resolution Time</u>
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1	24 hours or better
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2	3 business days or better
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3	Next scheduled maintenance deployment
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5. **Recovery Point Object (RPO) -** The Service Provider shall maintain backup and recovery processes to ensure that, in the event of a system failure, outage, or other disruption, Customer Data can be restored to a point no more than **4 hours** prior to the incident. The Recovery Point Objective (RPO) is defined as the maximum allowable period of data loss measured in time. The Service Provider shall perform regular backups in accordance with this RPO and ensure that all systems and processes are designed to meet this requirement.

6. **Target Resolution Times.** Company will use commercially reasonable efforts to meet the following target time frames for resolution of Events from the time of receipt of a ticket and will keep Customer informed of Company's progress in resolving the issues in a manner described above:

<u>Class of Event</u>	<u>Target Resolution Time</u>
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1	24 hours or better
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2	48 hours or better
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3	Next deployment
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7. **Scheduled Maintenance Downtime.** Events do not include downtime resulting from scheduled maintenance. Company will perform scheduled maintenance at a period mutually agreed upon by the Parties.

8. Escalation and Designated Contact Lists. If Company has been unable to provide resolution of an Event within the targeted timeframes, upon Customer's request, then Company and Customer will discuss the status and resolution plan. From that point forward until the issue is resolved, Company will notify Customer's designated representative(s) of the status of resolution at least once daily. If the situation remains unresolved beyond an agreed upon resolution timeframe, the issue will be escalated to designated representatives of the Parties.