

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (together with its exhibits and the Order Form, the "Agreement") is made as of _____, by and between MHC Software, LLC, a Minnesota limited liability company ("MHC"), and _____, a(n) _____ corporation ("Customer").

The parties agree as follows:

1. Use of the Services is subject to the Terms of Service attached hereto as **Exhibit A**.
2. The exhibits listed below are attached to and form an integral part of this Agreement. Any defined terms used in one part of this Agreement shall have the same meaning throughout.

Exhibit A: Terms of Service
Exhibit B: Service Level Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

MHC Software, LLC

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
STANDARD TERMS OF SERVICE

1. Definitions

- a) "MHC" means MHC Software, LLC and any of its affiliates that provide any Services to Customer.
- b) "Confidential Information" shall have the meaning set forth in Section 6 herein.
- c) "Customer Data" means any electronic data or materials provided or submitted by Customer or Permitted Users to or through the Service for processing, and the data obtained from such processing in connection with the Services.
- d) "Customer" means the person or persons named as the Customer, User or Licensee in the applicable Order for whom MHC has agreed to provide the Services in accordance with the Agreement.
- e) "Equipment" means any and all equipment, including without limitation, any modems, tablet devices, hardware, server, software, operating system, networking, and web servers.
- f) "Permitted Users" mean those users who are expressly authorized by Customer to access the Services based on the actual number of users or seats purchased by Customer and are permitted to access the Services under this Agreement.
- g) "Product" means the product(s) and/or Software set forth in the Order.
- h) "Purpose" shall have the meaning set forth in the then current standard documentation published by MHC from time to time for each Service.
- i) "Services" means the Products and services to be provided under the Agreement as selected by Customer and more particularly described in the Order.
- j) "Software" means the source code, object code and underlying structure, idea or algorithms of the Services and any software, documentation or data related to the Services.

2. MHC Services

- a) Permitted Use. During the Term, Customer may access and use the Services only for its internal business purposes in accordance with the Purpose and this Agreement, including any usage limits in an Order. Customer shall access and use the Services in a professional manner consistent with the Purpose and in compliance with all applicable laws and regulations.
- b) Permitted Users. Only Permitted Users may access or use the Services. Each Permitted User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Permitted Users' compliance with this Agreement and actions taken through their accounts (excluding misuse of accounts caused by MHC's breach of this Agreement). Customer will promptly notify MHC if it becomes aware of any compromise of its Permitted User's login credentials.
- c) Licenses. Subject to the terms of the Agreement, MHC hereby grants Customer a non-transferable, non-sub-licensable, limited, non-exclusive license to access and use the Services as expressly provided by this Agreement for the applicable term set forth in the Order. With respect to any Customer Data uploaded to or transmitted in connection with the Services, Customer hereby grants MHC (and its affiliates) a non-transferable, limited, non-exclusive license to such Customer Data solely as necessary

to perform and maintain the Services.

- d) **Delivery.** MHC shall deliver the Services in accordance with the Agreement. To the extent that performance of any of MHC's obligations under the Agreement is prevented or delayed by any act or omission of Customer or any third party not under MHC's control, MHC shall not be in breach of such obligations.
- e) **Ancillaries.** Customer shall be responsible for obtaining and maintaining any Equipment and ancillary services needed to connect to, access or otherwise use the Services, except as otherwise expressly set forth in the applicable Order.
- f) **MHC Security.** MHC shall maintain a reasonable security program designed to protect the security of Customer Data and prevent unauthorized access to such data. Such security program shall include implementation of appropriate administrative, technical, and physical safeguards consistent with industry standards. For the MHC NorthStar and MHC NorthStar CCM Products, MHC shall maintain a SOC 2 Type II certification. For all other MHC Products, including MHC IMS and MHC BDA, MHC shall apply security practices that are commercially reasonable and consistent with industry standards, but such products shall not be subject to a SOC 2 audit requirement.
- g) **Customer Security.** Customer shall be responsible for maintaining a commercially reasonable level of physical and electronic security as to the Equipment, Permitted User accounts, passwords, and Services in its control; and for ensuring no unauthorized access or use of the same.
- h) **Updates to Services.** MHC reserves the right to modify, update, enhance, or improve the Services, including but not limited to bug fixes, patches, security updates, new features, or performance improvements. For MHC hosted Services, MHC shall provide Customer with reasonable advance notice of any material updates that may significantly impact functionality, availability, or performance of the Services. Notice may be provided through email, system notifications, or other reasonable means. For Customer hosted Services, MHC will notify the customer in writing when updates and enhancements are released.

3. Term and Termination

- a) **Term.** This Agreement shall be in effect during any term in any Order.
- b) **Termination.** This Agreement and/or any Order may be earlier terminated as follows: (i) by either party upon thirty (30) days prior written notice to the other party specifically detailing the breach of a material term of the Agreement and/or any Order and fails to cure such breach within such thirty (30) day period; (ii) upon mutual written agreement of the parties; or (iii) by MHC, immediately and without notice, in the event Customer breaches the obligations of confidentiality, or becomes subject to a petition in bankruptcy or for liquidation (whether by or against Customer), a receiver is appointed in respect of the whole or a substantial part of Customer's assets, or if a Customer has been dissolved or liquidated or is insolvent.
- c) **Suspension of Services.** MHC reserves the right to suspend provision of the Services and Customer's access to the Services on becoming aware of any legal authority which requires it to do so or any liability or claim if it does not do so. MHC further reserves the right to suspend provision of the Services and Customer's access to the Services on becoming aware of (i) any unauthorized access or use of the Services; or (ii) breach by Customer of any other term or condition of this Agreement. Where practicable, MHC will use reasonable efforts to notify the Customer in writing in advance of any such suspension. Once Customer resolves the issue requiring suspension to MHC's satisfaction, MHC will promptly restore Customer's access to the Service in accordance with this Agreement.

- d) Survival. Upon termination of this Agreement, those terms that by their nature are intended to continue indefinitely will continue to apply, including Sections 3, 4, and 6-13, and shall survive termination of the Agreement for any reason.
- e) Effect of Termination. If this Agreement or any applicable Order is terminated by Customer in accordance with the "Termination" section above, MHC will refund Customer any prepaid fees covering the remainder of the term of all applicable Orders after the effective date of such termination. If this Agreement or any applicable Order is terminated by MHC in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all applicable Orders to the fullest extent not prohibited by applicable laws, which unpaid fees shall be immediately due and payable effective as of the date of such termination. In no event will any termination of this Agreement or any Order relieve Customer of its obligation to pay any fees payable to MHC for the period prior to the effective date of any such termination.
- f) Customer Hosted Data. Upon expiration or termination of this Agreement or an Order, Customer's access to the Service will cease. Forty-five (45) days after expiration or termination of this Agreement, MHC will delete all the applicable Customer Data; provided that such data may be retained in standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

Notwithstanding anything herein to the contrary, confidentiality obligations in the Agreement shall survive the termination of the Agreement or any portion thereof with respect to Confidential Information.

4. Fees, Taxes, and Invoices

- a) Fees. Customer agrees to pay the fees and expenses (collectively, the "Fees") described in the applicable Order, as well as any additional Fees that are agreed to in writing by both Customer and MHC in connection with the Services. If an Order sets forth a specific dollar amount to be paid for the Service (or bundle or package of Services), the specified amount shall be subject to increases annually during the term of such Order. MHC shall notify Customer of any increase at least 45 days prior to effective date of such increase. Such notice may be in the form of an invoice or any other means used by MHC to communicate with Customer. Customer acknowledges that the following do not constitute Fee increases: (i) additional Fees for any upgrade or any additional Service that Customer orders; (ii) overage Fees for usage in excess of Customer's ordered quantity; and (iii) expiration of any discounts or incentive programs to which Customer was previously entitled.
- b) Taxes. Customer is liable for all taxes, duties, levies, and other similar charges applicable to the Services, other than income taxes on profits which may be levied against MHC.
- c) Invoices and Payment Terms. Unless otherwise expressly set forth in the applicable Order, Customer shall make payment to MHC within thirty (30) days of the date of MHC's invoice. Payments received after thirty (30) days will be subject to a late payment charge of 1.25% per month. Payment shall be made to the address set forth in such invoice. All credit card payments are subject to a 3% processing fee due at the time of payment. Invoices will be issued electronically via email to Customer's billing contact of record. If MHC agrees to provide invoices via another means (including mail or via third-party invoice management applications), MHC reserves the right to charge a processing fee of \$25 per invoice.

5. Modifications

These Standard Terms of Service will apply, and except as mutually agreed in writing between Customer and MHC.

6. Confidentiality

Customer and MHC agree to regard and preserve as confidential all information related to the business and activities of the other party (and their respective affiliates) that may be obtained in connection with this Agreement, including, without limitation, all information regarding the Services, including pricing and all systems and methodologies utilized by MHC in connection with the Services (the "Confidential Information"). The receiving party agrees to hold such Confidential Information in trust and confidence for the disclosing party and only access and use such Confidential Information in connection with this Agreement. For clarity, Customer agrees that it will not at any time pass, either directly or indirectly, to any competitor or potential competitor of MHC, any Confidential Information provided by MHC to Customer in connection with the Services. Receiving party may disclose the Confidential Information of the disclosing party if compelled by law to do so as a result of subpoenas, court orders, or other governmental orders. Receiving party will give disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit and protect such disclosure.

Confidential Information shall not include information that is: (i) already known by the receiving party free of any restriction at the time it is obtained as evidenced by written records; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly, through no breach of this Agreement.

7. Intellectual Property Rights, and Ownership

- a) The parties recognize and agree that nothing contained in this Agreement shall be construed as granting or conferring any rights, by license or otherwise, in any Confidential Information disclosed pursuant to this Agreement, or under any trademark, copyright or any other intellectual property right, except as may be expressly agreed to in the Agreement.
- b) MHC reserves and will own all right, title and interest (including, without limitation, any and all intellectual property rights) in and to:
 - i) any computer programs, software, processes, procedures, systems, technologies, platforms, techniques, ideas, designs, know-how, data, information, reports, documents, and other items expressed, conceived, developed, created, reduced to practice or acquired by MHC (the "MHC Materials") prior to the provision of Services to Customer, or during the term of the provision of Services hereunder (within or outside the scope of such Services); and
 - ii) any improvements, discoveries or inventions relating to the MHC Materials whether or not patentable or copyrightable and whether or not reduced to practice, that are created, conceived, developed, discovered, invented or made by or for MHC, at any time.
- c) Customer is responsible for and, as between Customer and MHC, retains sole ownership in all Customer Data and materials it uploads to or transmits via any Product provided by MHC to Customer in connection with the Services (the "Customer Materials"). Customer agrees that it will not upload or transmit any Customer Materials to or via any Services for which it does not have all the rights, clearances, permissions or licenses required by applicable law. Customer also agrees that it will not upload or transmit any Customer Materials to or via any Services that are inappropriate, libelous or obscene, that violate any law, regulation or policy, or that contain any viruses or harmful technologies. By uploading or transmitting the Customer Materials, Customer is representing and warranting that it is either the sole owner of the Customer Materials or that it has all the rights, clearances, permissions or licenses required by applicable law.

- d) Customer shall promptly notify MHC in the event that it becomes aware of any unauthorized use of the Services or any actual or suspected infringement or misuse of the MHC Materials.

8. Use Requirements

- a) Customer agrees to: (i) not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the Services or any associated MHC Materials; modify, translate, or create derivative works based on the Services or any associated MHC Materials, or components thereof; extract or utilize any data from the Services or any associated MHC Materials (except as may be expressly provided by this Agreement); or remove any proprietary notices or labels from the Services or any MHC Materials; (ii) not, directly or indirectly, sublicense, distribute, transmit, sell, lease, rent, loan or otherwise make available any of the Services (or any component thereof) to any third party (whether on a service bureau basis or otherwise); (iii) access and use the Services for business purposes only and in compliance with all applicable laws; (iv) not bypass or subvert the security or use protocols of the Services; and (v) comply with all applicable laws regarding the use, transmission, handling, security and privacy of any Customer Materials.
- b) To the extent applicable to Customer's use of the Services, Customer shall be subject to and comply with any third-party terms of service and use as such terms are set forth on such third-party website or otherwise.
- c) If Customer enters into this Agreement as an agent for the end user of the Service, Customer shall bind the end user to a written agreement containing terms and conditions similar in all material respects to those of this Agreement, and shall make MHC a third-party beneficiary of that agreement.
- d) Customer is responsible for Permitted Users compliance with this Agreement.

9. Warranty and Disclaimer

MHC shall use reasonable efforts consistent with generally acceptable industry standards to maintain the Services in a manner intended to minimize errors and interruptions in the Services. Services hosted by MHC may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by MHC, or by third-party providers, or because of other causes beyond MHC's reasonable control.

MHC shall use reasonable efforts to provide advance notice of any scheduled service disruption.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO CONTRARY, AND TO THE FULL EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND MHC AND ITS AFFILIATES MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY (I) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SUITABILITY, OR NON-INFRINGEMENT; (II) RELATING TO THIRD- PARTY PRODUCTS, SOFTWARE OR SERVICES; (III) OF ERROR-FREE OR UNINTERRUPTED SERVICES; OR (IV) REGARDING RESULTS TO BE OBTAINED FROM THE SERVICES.

10. Limitation of Liability

Subject to Customer's obligations to pay Fees under this Agreement, neither party will have any liability arising out of or relating to this Agreement for: (i) the other party's lost revenues; (ii) indirect, special, incidental or consequential losses, or any loss of profits (whether or not foreseeable or contemplated by the parties at the effective date); or (iii) exemplary or punitive damages.

Notwithstanding anything in this Agreement to the contrary, MHC's aggregate liability to Customer for any loss, damages or liability from any cause or event whatsoever arising out of or relating to this Agreement, including any Order, will be limited to an amount equal to the Fees paid by Customer during the preceding 12 months allocable to the Service giving rise to any such loss, damage or liability. This limitation will apply regardless of the form of action, whether in contract or in tort, including negligence.

The foregoing limitations to the party's liabilities shall not exclude or limit either party's liability for its gross negligence or willful misconduct.

11. Indemnification

By MHC. If Customer's use of the Services as contemplated by this Agreement is determined to have infringed, or if, in MHC's reasonable judgment, is likely to infringe any third party intellectual property right, MHC may at its own option and expense: (i) procure for Customer the right to continue use of the Services or the relevant part thereof; or (ii) replace or modify the Services or relevant part thereof to make the Customer's use non-infringing. If neither of the above options are or would be available on a basis that MHC, in its sole discretion, finds commercially reasonable, then MHC may terminate this Agreement and Customer shall, upon receipt of written notice from MHC to do so, immediately cease to use the Services. In such circumstance, MHC shall refund any Fees paid under this Agreement that relate to the period after the date on which Customer's use of the Services ceased, which refund shall be Customer's sole remedy under this Agreement with respect to such termination. The remedies provided in this Agreement are Customer's sole and exclusive remedies.

12. Insurance

During the Term MHC will maintain the following insurance coverages for the Services to be provided under this Agreement: (i) commercial general liability insurance (including products and completed operations coverage) with per-occurrence and aggregate limits of not less than \$1,000,000 and \$5,000,000, respectively; (ii) such workers' compensation and other employers' liability insurance as may be required by applicable law; (iii) cyber / network security liability insurance with per-occurrence and aggregate limits of not less than \$5,000,000 and \$5,000,000, respectively; and (iv) umbrella liability insurance with per-occurrence and aggregate limits of not less than \$5,000,000 and \$5,000,000, respectively. Upon Customer's written request, MHC will promptly furnish a certificate evidencing such coverages.

13. Miscellaneous

- a) Assignment. Neither party may assign or otherwise transfer this Agreement without the other party's prior written consent. Notwithstanding the foregoing, either party may transfer its rights or obligations under this Agreement to a third party without the other party's consent in the event of a merger, acquisition or sale of substantially all of the transferring party's assets.
- b) Authority. Customer acknowledges and agrees that any individual employed by Customer who requests changes to or additions to the Services or this Agreement has authority to do so unless MHC has previously been advised in writing to the contrary by Customer.
- c) Cooperation. Customer shall cooperate with MHC in all matters relating to the Services.
- d) Customer Support and Training. MHC offers reasonable support and training to Customer as

reasonably needed for Customer to use the Services, but reserves the right to charge for any support and training. MHC will not charge for any support and training until Customer and MHC have agreed to the applicable Fees in writing.

- e) **Dispute Resolution.** The parties will attempt to resolve through good faith discussion any dispute that may arise under this Agreement. Any such dispute may at any time, at the election of either party, be referred to a senior executive of each party for discussion and possible resolution. If the senior executives are unable to resolve the dispute within 30 days after delivery of written notice specifically detailing the dispute from one party to the other party, then either party may pursue any process or remedy available by law. The above will not prevent either party from resorting immediately to judicial process if injunctive or other equitable relief from a court is necessary to prevent injury to such party.
- f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all proposals or other prior agreements, oral or written, and all other negotiations and communications between the parties relating to the subject matter herein. Headings are for reference only and do not affect the meaning of any term of this Agreement. Any reference to a purchase order or similar documentation on an invoice or other acceptance thereof is solely for Customer's convenience in record keeping, and no such reference or the provision of the Services to Customer shall be deemed an acknowledgment of or an agreement to any terms or conditions associated with any such purchase order or other Customer-provided documentation. Any such associated terms and conditions shall be of no force and effect, and shall not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement. If there is any direct conflict between these Standard Terms and Conditions and those of an Order, the Order shall control, unless specifically set forth therein to the contrary.
- g) **Force Majeure.** Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by reason of fire, flood, earthquake, elements of nature or acts of God, pandemic, riots, civil disobedience or other events outside such party's reasonable control.
- h) **Governing Law and Jurisdiction.** This Agreement will be governed by and construed under the laws of the State of North Carolina regardless of the laws that might otherwise govern under applicable choice-of-law principles. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will continue unimpaired. The parties' consent to the exclusive jurisdiction of the courts of the State of North Carolina with respect to any legal proceedings in connection with this Agreement.
- i) **Non-Exclusive Agreement.** Nothing in this Agreement limits or precludes MHC from carrying out the Services or any similar services for any other person, firm or entity.
- j) **Notices.** Unless otherwise indicated or agreed upon, all written notices which are required or may be given pursuant to this Agreement must be sent by certified mail or by a recognized courier service such as Federal Express or UPS, and delivered to the address provided in the Order (which address may be modified from time to time by providing notice as prescribed herein) , or sent via email to legal@mhcautomation.com.
- k) **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, then such provision shall be deemed to be revised to the extent required to make such provision enforceable and it shall be enforced as so revised and this Agreement shall otherwise remain in full force and effect.
- l) **Relationship of the Parties.** Nothing in this Agreement shall be construed as creating a joint venture, partnership or agency relationship between the parties.

- m) Waiver. No waiver by either party of any default will be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.
- n) E-Verify. MHC shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). MHC shall require all of MHC's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).
- o) Anti-Human Trafficking. MHC warrants and agrees that no labor supplied by MHC or MHC's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.
- p) Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, MHC hereby warrants and agrees that MHC will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.
- q) Nonappropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Customer are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Customer to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Customer.

EXHIBIT B
SERVICE LEVEL AGREEMENT

Service Availability

For MHC hosted environments, MHC commits to provide minimum availability requirements with respect to the Customer's Service during each calendar month of the Term, excluding scheduled maintenance times ("Service Availability"). If, in any calendar month, this Service Availability is not met by MHC, and Customer was negatively impacted in a material way and the Customer provides written notice to MHC describing in detail the material negative impact, MHC shall provide, as the sole and exclusive remedy, a Service Credit based on the monthly fee for the use of the Service.

The following table sets forth the Services measured under the applicable Service Level, and the Service Credits to which Customer will be entitled to if MHC fails to meet the Service Levels over the Measurement Period, the conditions below are met and Customer is not in breach of the Agreement.

Service Availability	Service Credit
Below 99.5% but at least 99.25%	10%
Below 99.25% but at least 99.00%	15%
Below 99.00%	20%

MHC measures the Service Availability over each calendar month by dividing the difference between the total number of minutes in the monthly measurement period and any Unplanned Downtime by the total number of minutes in the measurement period, and multiplying the result by 100 to reach a percent figure. "Unplanned Downtime" means any time during which a problem with the Service would prevent the Customer from logging in or accessing the Service. MHC shall calculate any Unplanned Downtime using MHC's system logs and other records. Unplanned Downtime does not include any time during which the Services are not available due to any suspension or termination of the applicable Service, or any other unavailability or performance issue that results from Customer's and/or a third-party's equipment, software, services, or other technology (other than third party equipment or services within MHC's direct control).

Failure to Achieve Service Levels

If MHC fails to meet the lowest System Availability service level in the table above for any 2 consecutive months or any 4 months during a 12-month period, Customer may terminate the Agreement within 30 days of such occurrence and MHC will promptly refund any prepaid and unused fees for the Services as of the effective date of termination.

Scheduled and Unscheduled Maintenance

Scheduled maintenance does not count as Unplanned Downtime for the purposes of calculating a Service Credit. Maintenance is considered to be 'scheduled' if it is communicated (i) in accordance with the Notice paragraph set forth below, and (ii) at least two full business days in advance of the scheduled maintenance time, although MHC strives to communicate scheduled maintenance at least a week in advance when possible. Scheduled maintenance usually occurs outside of regular business hours for and generally accounts for less than 15 hours each quarter. MHC, in its sole discretion, may take the Service down for

unscheduled maintenance, and in that event will attempt to notify Customer in advance. Unscheduled maintenance will be included in Unplanned Downtime and counted against the Service Availability set forth above.

Notices

Notice will be provided as either: (a) a message presented immediately after logging into the Service, or (b) by email to the registered email address provided for the administrator(s) for Customer's account.

Service Credit Request

To request a Service Credit, (a) the Customer Account must be in good standing with MHC, (b) Customer must open a technical support ticket reporting an apparent Service interruption within seventy-two (72) hours of the event, and (c) Customer must send an email or written Service Credit request to the MHC billing department via email to accounting@mhcautomation.com in the month immediately following the Measurement Period for which Customer is requesting a Service Credit.

Service Credit requests must include Customer account name or account number and the dates and specific times for which you are requesting Service Credits. Service Credits set forth in this SLT shall be considered liquidated damages and Customer's sole and exclusive remedy for MHC's failure to meet Service Levels. Any unused Service Credits shall not be convertible cash and may only be used to offset any Service Fees due to MHC hereunder.

Exclusions of Non-Production and Test Accounts

Any Sandbox, Release Preview, Beta, Demo and/or Developer accounts and any other nonproduction or test environments are expressly excluded from this or any other service level commitment.