

SERVICE LEVEL AGREEMENT

1. Uptime Commitment.

The Licensor Service shall be available to Customer 99.5% of each calendar month commencing with the first full calendar month following the date of acceptance of the Licensor Service by Customer (**Uptime**). Availability shall be calculated by subtracting the cumulative minutes of Downtime (as defined below) in a month from the total number of minutes in the applicable month, and representing the remaining minutes as a percentage of the total number of minutes in that month: $((\text{total monthly minutes} - \text{cumulative minutes of Downtime}) / \text{total monthly minutes})$. Licensor currently uses standard and customary monitoring tools to track Uptime.

2. Calculation of Downtime.

Downtime Events. Subject to any applicable exclusions described below, the following shall be events that qualify as **Downtime**: html web pages hosted by Licensor that are used by Customer access and control the Licensor Service are not accessible to Licensor's standard and customary monitoring tools over 4 successive polling attempts.

Exclusions. Scheduled maintenance resulting in Downtime Events shall not be included in the calculation of Downtime. All scheduled maintenance shall be conducted between the hours of 21:00 (EST) and 06:00 (EST) and conducted after supplying Customer with at least 2 days advance notice; provided, however, that notice shall not be required for scheduled maintenance conducted during those times on Tuesdays and Thursdays. To the extent that Licensor otherwise conducts maintenance on the Licensor Service without Customer's consent, then such Downtime Events shall be included in the calculation of Downtime. In addition, where any of the following is a cause of a Downtime Event, then the duration of such Downtime Event shall not be included in the calculation of Downtime: (i) Customer's acts other than in accordance with the applicable Licensor Service agreement, including without limitation, any negligence, willful misconduct or use of the Licensor Service in breach of such agreement; or (ii) Force Majeure - circumstances beyond Licensor's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain supplies used in or equipment needed for provision of the Licensor Service.

3. Support.

Licensor will provide manned telephone support 08:00 to 17:00 (EST), Monday through Friday and use best efforts to meet the following initial response and resolution goals.