

## **Addendum A - Service Level Agreement**

This Service Level Agreement for PowerDMS.com (this “SLA”) is made PowerDMS, Inc. (“Vendor”) in connection with, and is a material part of, the PowerDMS.com Services provided to Customer by Vendor pursuant to the Software as a Service (“SaaS”) Agreement (the “Agreement”) currently in effect between Vendor and Customer. This SLA applies to cloud based PowerDMS.com Services only. This SLA is an Addendum to the Agreement and sets forth the terms and conditions relating specifically to Vendor’s obligations to Customer in the event of an Incident as defined herein.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement except where expressly stated to the contrary in this Addendum, the terms and provisions of the Agreement shall govern this Addendum and are incorporated herein by reference. Vendor will not modify the terms or provisions of this SLA during the initial term of Customer’s Services subscription; however, if Customer renews its subscription, then the version of this SLA that is current at the time of renewal will apply for Customer’s renewal term.

**Scheduled Uptime:** Hosted Services shall be available 24 hours a day, 7 days a week, 365 days a year, with the exception of Scheduled Downtime.

**Scheduled Downtime:** Vendor has designated every Sunday from 10pm EST to Monday 4am EST its routine maintenance window. If downtime is necessary in this routine maintenance window, Vendor will take commercially reasonable efforts to ensure downtime is kept to a minimum. If downtime is necessary outside of this window, Vendor will use commercially reasonable efforts to announce to Customer any scheduled downtime at least seventy-two (72) hours in advance. “Scheduled Downtime” is defined as downtime which meets the criteria in this provision, which is otherwise agreed to by the parties prior to downtime, or which is required by Vendor to maintain the integrity of its systems for Customer and other users of the Services.

**Unscheduled Downtime:** Any unavailability of Hosted Services which does not meet the criteria of Scheduled Downtime is “Unscheduled Downtime.” Unscheduled Downtime will include Hosted Services which are significantly degraded or extremely sluggish, and thus rendered unusable by Customer and Hosted Services which are only partially available. Unscheduled Downtime will not however include deficiency of Hosted Services resulting from any of the following:

- A. Emergency maintenance initiated by Vendor to preserve the integrity of its Services to Customer and other users.
- B. Extremely minor disruptions such as a missing individual graphic element which does not impact the functionality of Hosted Services or cause Customer confusion.
- C. Outages, delays, or latency elsewhere on the Internet that hinder access to the extent such problems are outside the control of Vendor or the control of Vendor’s subcontractors or service providers.
- D. Scheduled maintenance during scheduled downtimes, to the extent provided herein.
- E. Domain Name Server (DNS) issues outside the control of Vendor or Vendor’s subcontractors or service providers.
- F. False SLA breaches reported due to problems with the Vendor’s measurement system but which result in no actual disruption of any Hosted Services provided under the Agreement.
- G. Customer’s acts or omissions including Customer’s custom scripting or coding, gross negligence, or willful misconduct.
- H. Browser or DNS caching which may make Hosted Services appear inaccessible, when in fact, Hosted Services are fully operational and accessible by Customer.
- I. That result from Customer unauthorized action or inaction or from Customer employees, agents, contractors, or vendors, or anyone gaining access to Vendor network by means of Customer passwords or equipment.
- J. That result from Customer failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use.
- K. A prompt declaration of a Force Majeure event.
- L. Customer’s failure to pay any Fees when due to Vendor.

**Actual Uptime:** Includes the time when the Hosted Services are fully functional and available. Actual Uptime is equal to the Scheduled Uptime minus the sum of Scheduled Downtime and Unscheduled Downtime.

**Outage Notification and Communications:** Prior to the start of any scheduled maintenance occurring outside the designated routine maintenance window, Vendor shall notify Customer to the extent possible and as described in Scheduled Downtime.

Vendor will be responsible for testing basic functionality to ensure Hosted Services are operating normally subsequent to any maintenance or change which the Vendor has implemented. To the extent commercially reasonable, Vendor shall notify Customer of any unscheduled downtime and provide periodic updates regarding status. Vendor’s primary method of communicating the status of the Hosted Services as outlined below in the Hosted Service Status Reporting section. Notices and alerts under this section that are communicated via e-mail will follow a common format and originate from a common e-mail address. Customer shall be responsible for promptly notifying Vendor of any outage that it notices upon using the Services for which Vendor has not already notified Customer, and for any incident where Customer becomes aware of an outage and does not notify Vendor of same, then such outage shall not be included in calculating the Hosted Services Availability set forth below.

**Hosted Service Status Reporting:** Vendor provides a Hosted Service Availability Status Page that is accessible at <https://www.powerdms.com/trust/status/>. This “Status Page” is designed to be publically available even when the Hosted Services are not available. Vendor also provides a public Twitter account (@PowerDMSStatus) that is used to communicate the status of the Hosted Services in the event of any service interruption. Please note that the data presented on the Status Page represents both scheduled and unscheduled downtime.

**Hosted Service Monitoring:** Vendor utilizes an alerting system which performs periodic verification checks to ensure the Hosted Services are operating and fully available to Customer.

**Hosted Services Availability and Schedule of Credits and Remedies:** Hosted Services Availability is the ratio of Scheduled Uptime to Actual Uptime. If the Hosted Services Availability of any portion of the Hosted Services is below the cumulative percentages threshold set forth in the table below, Customer can request a credit from Vendor according to the following table:

<b>Hosted Services Availability Per Month</b>	<b>Approximate Total Unscheduled Downtime Per Month</b>	<b>Credit Percentage</b>
99.95%	Greater than twenty (20) minutes	5%
99.86%	Greater than one (1) hour	10%
99.73%	Greater than two (2) hours	15%
99.59%	Greater than three (3) hours	20%
99.45%	Greater than four (4) hours	25%

- A. If during any calendar month, the Hosted Services Availability falls below the percentage stated in the table above, the Customer may request from Vendor a credit in the amount of the Credit Percentage amount of the pro rata fees paid for the Services for such month. For each subsequent month that the Services remain 100% available, Vendor may request to recapture a credit applied to Customer’s bill in a previous month.
- B. In the event Customer experiences more than four (4) separate incidents of unscheduled downtime exceeding one (1) hour in any six (6) month period, this will be considered a substantial breach for which Customer may terminate the Agreement as provided in the Addendum.
- C. Credits will be applied to the billing cycle immediately following the billing period in which the Customer requests the credit. If a credit is requested by Customer in the final month Hosted Services are provided to Customer, then the credit will be applied against any renewal fees. Under no circumstances shall credits be issued in the form of cash to a Customer. Vendor will be responsible for the timely application of credits requested by Customer to invoices for Hosted Services. In order to receive service credit, Customer’s account must be current with no remaining balance past due.
- D. To receive a service credit, Customer must submit written request to Vendor within 30 days of the end of the month in which the Unscheduled Downtime occurred.