



SERVICE LEVEL AGREEMENT

We will use all commercially reasonable efforts to make the services available for your access 99.0% of the available time, excluding any outages on account of or caused by any Scheduled Maintenance or any force majeure event.

We will use all commercially reasonable efforts to coordinate Scheduled Maintenance during off-hours of the normal workweek. We will use all reasonable commercial efforts to coordinate with you regarding the scheduling of any emergency maintenance. "Scheduled Maintenance" means scheduled downtime to the services during which we perform upgrades, bug fixes, or other systems servicing the services.

If we fail to meet the 99.0% availability two (2) times within a month, we will refund 1% of the applicable monthly fee for any period that the service is below 99.0%. You shall report such failure within seventy-two (72) hours of occurrence. Payment is contingent upon you reporting within the required timeframe and our confirmation that such failure was attributable to us.

The following is "availability" expressed as a mathematical formula:

SU = "Scheduled Uptime" means the days of the week and hours per day that the services and materials or network is scheduled to be available for your use, subject to Scheduled Downtime.

UD = "Unplanned Downtime" means, of the Scheduled Uptime, the aggregate number of hours in any calendar month during which the system or network is unavailable. The Unplanned Downtime includes the Excusable Downtime and the Scheduled Downtime.

ED = "Excusable Downtime" means, of the Scheduled Uptime, the aggregate amount of time in any calendar month during which the services and materials or network is unavailable for your use due to your action or inaction, your vendors or agents, or due to a force majeure event, which is excusable under this agreement. Emergency system maintenance shall be considered Excusable Downtime.

SD = "Scheduled Downtime" means, of the Scheduled Uptime, the aggregate number of hours in any calendar month during which the system or network is scheduled to be unavailable for your use due to such things as preventive maintenance, system upgrades, etc.

A = Availability
SU = Scheduled Uptime
UD = Unplanned Downtime
ED = Excusable Downtime
SD = Scheduled Downtime

$$A = [(SU - UD + ED + SD)/SU] \times 100$$

The following is an example, determined on a monthly basis, using the above formula:

SU = 720 (30 days x 24 hours)
UD = 9.5 hours
ED = 3
SD = 1

$$[(720 - 9.5 + 3 + 1)/720] \times 100 = 99.30\%$$