

Service Level Terms ("SLA")

The Company guarantees an Up-Time of 99.99% and Company's Service shall be available 24 hours through the web hosted solution. For the purpose of this Agreement, the **"Up-Time"** shall mean (i) the total number of minutes during a calendar month in which the Services are completely available and usable, excluding time spent on Scheduled Maintenance, (ii) divided by the total number of minutes during the calendar month. For the purpose of this Agreement, **"Business Hours"** means between 9am to 6pm ET and **"Critical Customer applications"** and **"Non-critical Customer applications"** shall be agreed between the Parties in writing.

For the purpose of understanding, the following Response Time and Fix Time shall apply to the maintenance, for the severity level assigned during the duration of the downtime of the Company's Service. **"Fix Time"** is the total elapsed time from the point where the problem is reported to the Company by e-mail to the point where the Service resumes. According to this SLA, the Company is obligated to furnish evidence of the resolution and furnish a comprehensive breakdown of the root cause of the issue.

The Target Fix Times are based on the severity of the problem, as detailed below:

Severity	Definition of Severity	Event Type	Response Time	Fix Time
Level 1	Critical	Any event which completely stops the operation of the Company and is considered to be Critical in nature.	Within 1 Business Hour for Non-critical Customer applications and 1 hour for Critical Customer applications.	<p>Critical Customer applications: Response may either be a workaround solution or permanent fix within 4 hours. If a workaround solution has been provided within 4 hours as above, permanent fix shall be provided within the next 24 hours.</p> <p>Non-critical Customer applications: Response may either be a workaround solution or permanent fix within 1 Business Day.</p>
Level 2	Moderate	Any event which hampers the usage of certain functionalities of Company Creating new document types, changing settings is considered to be Moderate in nature.	Within 12 Business Hours for Non-critical Customer applications and 12 hours for Critical Customer applications.	<p>Critical Customer applications: Response may either be a workaround solution or permanent fix within 48 hours. If a workaround solution has been provided within 48 hours as above, permanent fix shall be provided within the next 2 Business Days.</p> <p>Non-critical Customer applications: Response may either be a workaround</p>

				solution or permanent fix within 2 Business Days.
Level 3	Standard	Any functionality not working within the Company dashboard is considered to be Standard in nature.	Within 48 Business Hours for Non-critical Customer applications and 48 hours for Critical Customer applications.	Permanent fix should be delivered within the next 5 Business Days, unless both Parties mutually agree to defer the fix.

Total Uptime During Month	Credit Period
90% to 99% availability	1 week
80% to 90% availability	2 weeks
70% to 80% availability	3 weeks
60% to 70% availability	1 month credit
0% to 60% availability	2 months credit

Service Credit. If the Company fails during any calendar month to comply with the SLA requirements as set in this Schedule 1, Customer shall be entitled to a credit ("**Service Credit**") calculated as follows:

- 10% of the Service Fees to be paid by Customer for the Services that were delayed by less than 5 Business Days;
- 20% of the Service Fees to be paid by Customer for the Services that were delayed by more than five Business Days but less than 10 Business Days;
- 40% of the Service Fees to be paid by Customer for the Services that were delayed by 10 Business Days or more.

Any Service Credit will be calculated by the Company and included in the following month's invoice.

Reports. The Company shall give Customer regular updates of the nature and status of its efforts to correct or mitigate any fault and provide Customer with monthly reports as to achievement of Service Levels Terms set in this Schedule 1 and Service Credits to which Customer has become entitled.

Escalation. If the Company does not achieve the Service Level Terms for 2 consecutive months, the matter may be escalated by any Party for discussion to identify any underlying issues and agree on proposed mitigation plans.

Termination. If Company does not achieve the Service Level Terms for 3 consecutive months, Customer may terminate this Agreement by providing written notice to Company. In this case Company shall refund Customer any amounts paid in advance as at the date of termination of this Agreement.